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Current Topics.

The Law Society Report.

MUCH AS WE should like to reproduce in full the most interesting account of the work of The Law Society contained in the annual report of the Council of the Society, which is intended to be presented to the general meeting of members on the 9th inst., considerations of space compel us to limit reproduction to extracts (*infra*, p. 777) only of the matters of greatest interest to members of the profession. There is one conclusion to be drawn from a perusal of this report—that The Law Society continues steadily to progress. Its members have increased by 213 since last year, the total now being 10,023. There has been a slight increase in the Society's income, and owing to demands of a non-recurring nature, such as grants in aid of lectures on the new Property Acts, and expenses of the centenary celebrations, there has been quite a substantial increase in expenditure for the year. The grants to the Country Law Schools also show an increased expenditure due to the increase in numbers of students, and to the formation of new educational centres. We entirely agree that "there seems every reason to think that this expenditure is being justified and appreciated." Apparently, as the result of the *Brighton College Case*, intimation has been received of a probable demand for income tax on the surplus of the Society's Examination Fund in respect of the current and two previous years. Everyone interested in education (and who now-a-days is not?) cannot but view with alarm the apparent intention of the Government to raid educational funds for income tax purposes. The Society has strongly protested that the offices of solicitors to Government Departments are not reserved for members of the solicitors' branch of the profession, but so far no satisfaction appears to have been given in the matter. Another matter in which the Society has been successfully active is the promotion of amendments to the new Law of Property. These have been criticised—unnecessarily, in our opinion—in certain quarters where the old practice is still worshipped, but there is, we think, no fitter clearing ground for the consideration of practical difficulties raised or overlooked by the new law than The Law Society, and it has been almost a revelation to us to trace the number and appreciate the nature of those amendments which have been made recently at the instance of The Law Society. Attention is drawn to the General Conditions of 1925, issued by the Society, and the reason for their preparation. It is gratifying to find them so generally used in all parts of the country. There is certainly great gain to be made by uniformity of practice in this matter. Amongst other matters the activities of the Society in obtaining a more

satisfactory scale of remuneration for solicitors on the transfer of registered land, and in reforming the poor persons procedure, are further examples of the immense amount of valuable and important work done by the Council, Officers and Members of the Society in the course of the last twelve months.

Jubilee of a Famous Law Book.

SIR HENRY CUNNINGHAM, in his masterly sketch of Lord BOWEN, expresses regret that that great lawyer should not have enriched the legal literature of his country by some standard treatise. No one, as he truly says, was more qualified than Lord BOWEN to raise any topic out of the dreary level of compilation, and to view law from the dignified standpoint of philosophy. But he was under no illusion as to the impermanence of the legal author's fame. "Of all prose," he said, in one of his letters, "a book on English law strikes me as least readable, and most certain to expire by an early death." Still, a few legal works elude this latter fate, and preserve, after the lapse of many years, a vigorous life. To this select class belongs STEPHEN'S "Digest of the Law of Evidence" which has just attained its jubilee. Early attracted to the subject of evidence, the author, in the years 1870-71, drew what became the Indian Evidence Act, a valuable piece of work which shortly afterwards led to his drafting a similar code for England which, however, never reached the statute book, but formed the basis of the little book with which we are all familiar. Repelled by the enormous mass of detail with which the older treatises on the subject were overloaded, a circumstance which had the effect of making the attainment by direct study of a real knowledge of the law almost impossible, he reduced, with the success we know, the principles of the law of evidence into a series of concise propositions with accompanying illustrations—the latter feature invented and adopted by MACAULAY in his Indian Criminal Code—with the result that we have a priceless volume in small bulk, although we can well believe his own remark that the labour bestowed upon it was in inverse ratio to its size. A marvel of compression and lucid statement, it has well deserved the success it has achieved. First published in June 1876, it was twice reprinted during the same year, and again with many alterations in 1877; and since the latter year it has run into a number of editions, the latest being the eleventh. Few law books obtain so solid a testimony to their value.

A Practice Point in connexion with Cases stated by Justices.

AN IMPORTANT judgment with regard to the practice in connexion with cases stated by justices was recently delivered by a Divisional Court in *R. v. Stoke on Trent Justices; ex parte Fernihough*, 42 T.L.R. 568.

In that case the justices had made an order in bastardy, on the 30th July, 1925, and within seven clear days thereof a written application had been made to the justices to state a case, but no copies of the application were left as required by r. 52 of the Summary Jurisdiction Rules, 1915. Copies, however, were sent on the 11th August, 1925. The applicant entered into a recognizance, but the justices, having been informed that the applicant had gone to Canada, declined to state a case without additional security for costs.

Rule 52 of the Summary Jurisdiction Rules provides that "an application to a court of summary jurisdiction under s. 33 of the Summary Jurisdiction Act, 1879, to state a special case shall be made in writing, and shall be left with the clerk of the court at any time within seven clear days from the date of the proceeding to be questioned and there shall also be left with him a copy of such application for each of the justices constituting such court which shall be duly forwarded by him to each of the said justices. The case shall be stated within three calendar months after the date of the application and after the recognizance shall have been entered into."

It will be observed that in the above case no copies of the application had been deposited with the clerk, within seven clear days from the date of the order, and the question therefore arose whether the above-mentioned rule required the copies of the application as well to be deposited within seven days. Now under the previous rule—r. 180 of the Summary Jurisdiction Rules, 1886—although the language was somewhat different, it had been held that the time limit equally applied to the copy of the application. The material words of the rule were as follows: "An application . . . shall be made in writing, and a copy left with the clerk of the Court, and may be made at any time within seven clear days from the date of the proceeding to be questioned . . ." In *Reg. v. Lord Mayor of London*, 9 T.L.R. 426, it was held that it was a condition precedent to the statutory right of appeal under the old rule that the applicant should also deliver a copy of his written application for a case within the seven days as required by the rule.

The Divisional Court in *R. v. Stoke on Trent Justices*, following the decision in *Reg. v. Lord Mayor of London*, held that under the new r. 52, it was necessary that copies of the application should also be left with the clerk within the seven days, and as this had not been done, they accordingly declined to issue a mandamus to the justices to state a case. At the same time the court left open the question as to whether compliance with the rule was a condition precedent to the jurisdiction of the justices to state a case. From the authorities, however, it would appear that compliance with the rule is a condition precedent. Thus POLLOCK, B., says, in *Westmore v. Paine*, 1891, 1 K.B. at p. 484: "It is clear from the decisions in *South Staffordshire Waterworks Co. v. Stone*, 19 K.B.D. 168, and *Lockhart v. Mayor of St. Albans*, 21 K.B.D. 188, that the statutory requirements as to proceeding by case stated are condition precedent of the right of appeal, and cannot be waived by the parties or justices."

Recovery of Bets.

THE COURT OF APPEAL have dismissed the appeal from the judgment of Mr. Justice HORRIDGE in *Hyde v. Tyler*, 41 T.L.R. 442. In that case the plaintiff had backed Charley's Mount with the defendant. There was subsequently a dispute as to whether the bet was payable at the rate of 100 to 1 or only 33 to 1, and the parties agreed to refer the matter to TATTERSALLS. That body determined the question in favour of the plaintiff, holding that the bet was payable at 100 to 1. On the defendant failing to pay, the plaintiff brought an action to recover the amount of his winnings, calculated at 100 to 1. Both Mr. Justice HORRIDGE and the Court of Appeal held that the plaintiff was not entitled to recover.

Now, the general principle of law is quite clear that a bet is not recoverable, unless it can be shown that

there is a new agreement to pay the same, founded on new and good consideration. If one examines the judgments of Mr. Justice HORRIDGE and of the Court of Appeal in *Hyde v. Tyler*, *supra*, it would appear that the judgments were based on the fact that all that the parties had done was merely to agree to refer to TATTERSALLS the dispute as to whether the bet was payable at 100 to 1 or at 33 to 1. There was no agreement, in the opinion of the learned judge, to pay the amount which might be found due and payable as the result of the determination of the question by TATTERSALLS.

But, it is submitted, that, quite apart from the question as to whether there was any agreement to pay the amount found due, the plaintiff could not have recovered, inasmuch as there was no consideration whatsoever to support the promise. The observations of LUSH, J., on this point in *Hyams v. Coombes*, 28 T.L.R., at p. 414, appear to be very pertinent: "In such a case," said the learned judge, "there were conditions which must be fulfilled before the matter could pass out of the range of a mere gambling transaction and become a legal cause of action. The plaintiff must prove that when the alleged new promise was made there was an actual contracting mind in both parties to enter into a new and genuine bargain for real and substantial consideration, and he must fail if he left it in doubt whether the parties had any real intention to enter into a valid contract. There must be an actual forbearance to exercise some legal right in consideration of the promise to pay. It was not enough to show that there had been a threat to enforce or that there had been a promise to pay; it must be shown that the parties intended to contract and that the defendant had in his mind that he was promising on account of a new consideration."

It is submitted that in *Hyde v. Tyler* there was no consideration, inasmuch as the reference of the dispute to TATTERSALLS could not have amounted to any consideration. The decision in *Whiteman v. Newey*, 28 T.L.R. 240, is, however, to the contrary, but that decision, it is submitted, is erroneous. Mr. Justice HORRIDGE, in *Hyde v. Tyler* declared that he was not prepared in any way to extend that decision.

The Position of Nautical Assessors.

THE POSITION of nautical assessors in collision cases has been clearly defined by the House of Lords in the "*Australia*," 161 L.T. 487. There a collision had occurred between two vessels at a bend in the River Scheldt, and from the evidence it appeared that the steamship A was proceeding up the river, while the N was coming down with the tide, which was ebbing at the time. Shortly prior to the collision the A was about to enter a sluice, and in order to do so quickly she left her proper water, which was on the starboard side of the channel. As the A was approaching a bend in the river the N came full speed round the bend and a collision occurred. Although there was a question as to the A's being in fault, Lord MERRIVALE, P., came to the conclusion, on the advice of his assessors, that the N was also to blame, since it was bad seamanship to have come round the bend at full speed. On appeal to the Court of Appeal, the nautical assessors gave to the Court of Appeal answers exactly opposite to those given by the nautical assessors in the court below to the learned President, and the Court of Appeal allowed the appeal. On appeal, however, to the House of Lords, the House allowed the appeal, holding that the error on the part of the N in not reducing speed could not be left out of consideration, and the House further enunciated what was the true function of nautical assessors in such cases. Nautical assessors, the court held, were in very much the same position as skilled witnesses, with the difference, however, that they were not called by either side, and their opinions were of a non-partisan character. Where there was any difference of opinion among them, it was for the court to make its own choice from among the conflicting opinions, and in every case the responsibility of the decision given lay with the court and the court alone.

Reasonable Excuse for Non-Attendance at School.

BEFORE dealing with the relevant facts in the case of *Rednall v. Beamish*, 42 T.L.R. 538, it may be as well to draw attention to certain provisions contained in the Education Act, 1921. Section 46 of that Act provides as follows:—

"(1) It shall be the duty of the local education authority to make and enforce bye-laws for their area respecting the attendance of children at school under this Act.

(2) Bye-laws under this Part of this Act shall be made requiring the parents of children between the age of five years and such age, not being less than fourteen nor more than fifteen as may be fixed by the bye-laws, to cause those children (unless there is some reasonable excuse) to attend school at such times as may be determined by the bye-laws.

(3) Where a bye-law requires the parents of children between fourteen and fifteen to cause those children to attend school, the bye-law may apply either generally to all such children or to children other than those employed in any specified occupations, and it shall be lawful for the local education authority to grant exemption from the obligation to attend school to individual children between the ages of fourteen and fifteen for such time and upon such conditions as the authority think fit in any case where after due inquiry the circumstances seem to justify such an exemption."

It will be observed that the expression "reasonable excuse" is employed in s.s. (2) of s. 46. This expression is defined in s. 49, which is to the following effect: "Any of the following reasons shall be a reasonable excuse for the purposes of this Act and the bye-laws made thereunder, namely: (a) That the child has been prevented from attending school by sickness or any unavoidable cause; (b) That there is no public elementary school open which the child can attend within such distance, not exceeding three miles measured according to the nearest road from the residence of the child, as the bye-laws may prescribe; (c) In the case of non-compliance with a bye-law requiring a parent to cause his child to attend school, that the child is under efficient instruction in some other manner . . ."

Now the material facts in *Rednall v. Beamish* were as follows: An information was preferred against the respondent for unlawfully and without reasonable excuse failing to cause his child to attend school. The child in question was fourteen, but a bye-law in the district made pursuant to s. 46, *supra*, required children up to the age of fifteen to attend school. The respondent had made an application to the local juvenile employment sub-committee and a further application from that body to the education committee, for exemption of the child, on the ground that he was a widower with six young children, and that the boy was engaged in an employment at 5s. 6d. per week, such employment being full time, permanent, regular and beneficial. These applications, however, were refused, and as the child did not attend school an information was taken out by the respondent. The justices, however, refused to convict, as the boy was at the time being beneficially employed, they being of opinion that it was essential that a lad should at the earliest moment clutch at any lucrative employment he might be offered. But as the court pointed out, this was exactly what it was the policy of the Act to discourage. "It is precisely because parents are tempted," the Lord Chief Justice said (*ib.*, at p. 541), "and often tempted with substantial reason, to take a child too early away from school, that this statute, like some of the statutes which preceded it, has conferred an imperative duty, subject to certain quite limited restrictions; that is in fairness to the child and in fairness to the State of which the child forms a part. No small part of the object of this legislation, is, I think, the very object of protecting the child against the too hasty

worldly wisdom of the parent, and to carry the matter perhaps a little further, to protect the parent himself against the exercise of that worldly wisdom. To say that is a reasonable excuse for non-attendance at school that the boy has got employment at 5s. 6d. a week seems to me to be an illustration of the excuse which is unreasonable."

Quite apart from any question as to the policy which influenced the Legislature in passing these provisions, the justices would appear in the above case to have confused what is a reasonable excuse for non-attendance with what amounts to an exemption.

Section 49 deals with what may be a reasonable excuse, although the provisions of that section are by no means exhaustive. Thus Lord HEWART says (at p. 540 of the report): "It is not suggested that s. 49 contains an exhaustive enumeration of the matters which may be a reasonable excuse." On a comparison of s.s. (2) of s. 46 with s.s. (3) of that section, it would appear that the Legislature intended to differentiate between "reasonable excuse" and "exemption," and this is the view the Divisional Court took in *Rednall v. Beamish*. Thus the Lord Chief Justice says (*ib.*, at p. 540): "I cannot help thinking that this sub-section, (3), by its phraseology deliberately points a contrast between the particular and occasional excuse which is referred to in s. 46 (2) and is illustrated and described in s. 49 on the one hand, and on the other hand the more general exemption which is referred to in the concluding phrase of s. 46 (3)."

What, in effect, the justices did, was to hold that the employment of the boy was a reasonable excuse for his non-attendance, but that fact in itself is not a reasonable excuse. The justices appear to have arrived at their decision on a conviction felt by them that the boy should have been exempted from attendance altogether by reason of his employment. This matter, however, had already been determined by the education committee, who had acted in the circumstances, in the opinion of the Divisional Court not according to caprice, but according to the rules of reason and justice. Sub-section (3) of s. 46 empowered the local education authority in their discretion to grant exemption to children between fourteen and fifteen years of age, who were employed in any specified occupation, but as no exemption was granted by the authority, it is submitted that the matter was to be regarded as finally determined, in other words, employment in any non-exempt employment was not *per se* a ground for the non-attendance of the child. A certain amount of discretionary power, however, would still seem to be reserved to the justices, even in such a case. As AVORY, J., said (*ib.*, at p. 541): "I do not say for a moment that the result . . . is to take away the jurisdiction of the justices in every case to determine whether there is or is not a reasonable excuse; there may be reasonable excuses quite apart from any question which the local authority has considered . . ."

In view of the above decision in *Rednall v. Beamish*, it would appear that the decision in *London School Board v. Duggan*, 1884, 13 Q.B.D. 176, is either incorrect, or that it was based on its own particular facts, or finally that it was given under the legislation then in force and cannot be regarded as an authority under the legislation contained in the Education Act, 1921. In *Duggan's Case* the non-attendance was caused by the child, who was a girl aged twelve with fair elementary instruction, being in respectable employment, where she earned good wages. These earnings she made over to her parents, who were poor, and who applied them to the support of their other children. The court held that there was "reasonable excuse" for the non-attendance of the child. It may be that *Duggan's Case* is to be distinguished, since the court there appears to have found, as a fact, that it was the "direst necessity" of her family which required her to earn some money, in some form of employment. On the other hand, it may be urged that such a case must be regarded as governed by the provisions of s. 95 of the

Education Act, 1921, which provides, *inter alia*, that: "No person (a) shall employ a child in such a manner as to prevent the child from attending school according to this Act and the bye-laws made thereunder in force in the district in which the child resides."

Scots Marriages.

It is an amusing commentary that a race so generally labelled south of the Border as strict disciplinarians should at the same time be regarded with some suspicion in the matter of their law relating to marriage. This is perhaps largely due to the fancy of novelists, who were quick to recognize the possibilities of Gretna Green. Our own Sir WALTER SCOTT is also partly responsible in "The Monastery," where he draws for effect on the ancient custom of handfasting—a kind of marriage for a year and day "on appro."—which seems to bespeak of moral waywardness in these matters of long standing. But handfasting if ever practised extensively, which is doubtful, vanished with the Reformation. Marriage to-day north of the Tweed, however informal it may be as to ceremony, is as binding as if performed with the highest church dignitary officiating.

Marriage in Scotland is a civil contract of consent. Such consent is only of the parties to the marriage. Granted that these have reached puberty (fourteen in the case of males and twelve in the case of females), then in the absence of any disqualification in the matter of near relationship they may validly consent. The consent of parents or tutors or curators is not required. In Scotland there are no guardians. Infants until they reach puberty have tutors. Thereafter, until they attain the age of twenty-one, they have curators. Much misconception has arisen from the fact that a valid marriage may be entered into in Scotland without any ceremony of any kind.

Valid marriages fall into two main groups—regular and irregular. Nothing need be said of the former. They are celebrated by a clergyman according to the rites of his church after publication of the banns or notice under the Marriage Notice Act. It is to the so-called irregular marriages that our interest attaches. The name is in some respects misleading and not a little unfortunate, connoting, as it does, to the uninstructed, something unsavoury. In point of fact, in the majority of these marriages, the name merely implies the absence of a clergyman from the proceedings.

Irregular marriages are divided under three heads, according as they are evidenced:—

- (1) *Per verba de presenti*;
- (2) *Per subsequente copula*;
- (3) By cohabitation and habit and repute.

Marriage evidenced *per verba de presenti* is a simple contract based on exchange of consent between the parties, which may be formal or informal. The consent must be deliberate and solemnly given. It may be proved parol, by writing and even by conduct. Where writing is founded on it must have been acted on during the lives of the parties. It would not be sufficient merely for the survivor to produce a written acknowledgment after the death of the predeceasing spouse. To render such a marriage effectual one of the parties must have had his or her usual residence in Scotland or have resided there continuously for a period of twenty-one days next preceding the marriage. This provision was passed in 1856 to check the growing scandal of the marriages at Gretna Green.

The most common type of marriage so evidenced is what is popularly but ignorantly known as "marriage by the sheriff." This is an absolute misnomer arising from the requirements of registration. The parties exchange consent in the presence of witnesses. This is formally evidenced in a printed form which they sign, as also the witnesses. Thereafter they apply to the sheriff of the district for authority to

register the marriage. This must be done within three months. The sheriff examines the witnesses on oath in open court, and if satisfied gives the necessary warrant to register. It is an expeditious way of "tying the knot," and considering the thousands who take advantage of it yearly there must be some romance about beginning married life by an appearance in court. It is to be noted that although the marriage is not registered it is still a valid marriage, but registration can only be afterwards effected by raising an action for Declarator of Marriage in the Court of Session.

In theory there still exists the old and inexpensive method of entering upon the sea of matrimony by means of a court conviction. At one time irregular marriages involved penalties on those celebrating them. When the penalties were relaxed this led to the parties bringing a collusive suit before the justices, who convicted and passed nominal sentence. The extract conviction was then the warrant to the registrar to register the marriage.

The next form of irregular marriage to be noticed is that evidenced *per subsequente copula*. Accordingly, where there is a promise or engagement to marry, and this is followed by *copula*, the marriage is thereby constituted. The theory underlying this form is that the parties must be presumed to have converted their promise or engagement into marriage by exchange of present consent, and so to have made lawful their intercourse. This presumption is not absolute. It may be rebutted if no marriage was intended. The question is one for the court looking to the circumstances existing not only before but also after the alleged marriage, so as to gather the true intention of the parties. Further, a conditional promise will not raise the presumption if the condition is of such a nature that it cannot be purified until after the *copula*. So a promise conditional upon the birth of a child from the intercourse would be ineffectual. The promise in such cases must be proved by the writ of the defender, but the intercourse permitted on the reliance thereof may be proved *prout de jure*. The writ founded on need not amount to an express promise; it may be proved by construction of a course of correspondence, but it cannot be inferred from circumstances. Both the promise and the *copula* must have taken place in Scotland.

The last form of irregular marriage to be noticed is that evidenced by cohabitation and habit and repute. This rests on an old Scots Statute of 1503, which is apparently based on the canon law, according to which marriage could be proved by evidence that a woman had borne a man's name, been reputed to be his wife, and had been treated as such. To establish such a marriage there must be proof that the man entertained the woman at bed and board regularly and consistently and for a sufficient period. What is a sufficient period has never been fixed by law, but in all the cases so far decided the cohabitation has extended over several years. The cohabitation must have been in Scotland or in some country where marriage may be constituted without any ceremony. There must also be proof of some matrimonial intention, and the repute to be of value must have been among friends and equals of the parties. This form of evidencing marriage must not be confused with the proof of marriage, habit and repute allowed in England, where the absence of formal evidence of the marriage is satisfactorily explained. In such a case an actual ceremony of marriage has previously been performed. In Scotland it is a process of establishing a marriage preceded by no formal ceremony and validly constituted without such ceremony.

VENIO.

The attention of the Legal Profession is called to the fact that the PHOENIX ASSURANCE COMPANY Ltd., Phoenix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS) invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at 11, Waterloo Place, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2, and throughout the country.

Local Authorities and Strike Relief.

(Continued from p. 749.)

On the 5th May, 1926, the Minister of Health issued certain instructions as to the action to be taken in view of the general stoppage of industry. These are set out in 90 J.P. Journal 301. "The position of the guardians," these instructions declare, "now becomes one of great responsibility and importance. It is to be anticipated that there may be large numbers of applications for relief arising directly or indirectly out of the stoppage, and it will be necessary on the one hand for the guardians to make adequate arrangements for carrying out their statutory duties of relieving destitution and on the other to take all possible steps to conserve their financial resources in face of the demand that may be made upon them and the possibly prolonged duration of the stoppage. An emergency like the present makes it the plain duty of every board to keep this second consideration always before them in deciding what they can properly do." After thus emphasising the second rather than the first consideration, the Minister then referred to the *Merthyr Tydfil Case*, and proceeded: "The function of the guardians is the relief of destitution within the limits prescribed by law, and they are in no way concerned in the merits of an industrial dispute, even though it results in applications for relief. . . . The questions for their consideration on any application for relief made by a person who is destitute in consequence of a trade dispute are questions of fact, namely, whether the applicant for relief is or is not a person who is able-bodied and physically capable of work, whether work is or is not available for him, and, if such work is not available for him whether it is or is not so unavailable through his own act or consent." Then followed detailed instructions as to scales, etc.

On the 10th June, Mr. SIDNEY WEBB introduced to Mr. CHAMBERLAIN, a deputation from the Labour Party, and criticised certain of these instructions. In his reply (see *The Times* of 12th June), the Minister said that, though they were issued to meet the emergency of a general strike which was not now in operation, a long stoppage in the coal industry, would gradually bring about the same condition of affairs as a general strike, and he could not take the responsibility of withdrawing it while matters remained as they were. No doubt there were unions at present unaffected by the coal strike, but Mr. WEBB had agreed that he had no information that in these unions there had been any reduction of relief. From a legal point of view, the most interesting point raised by Mr. WEBB was that the instructions were interpreted by the guardians as meaning that relief should not be given to a man on strike, but only to his wife and family, but there were in the mining areas many thousands of boys between the ages of fourteen and sixteen, who were not eligible for relief under these instructions, as they were normally employed in or about the mines. It was ridiculous to say that these boys, who had no votes in their unions, could if they wished, return to work. Further, the unmarried miner living in lodgings had no family who could contribute to his support and he was faced with sheer destitution. On these points the Minister said that he had taken the opinion of his legal advisers, and that the matter might have to be raised by a test case in the Courts. It seems clear that there is a good case for giving relief to the boys, who from their age have no right to vote for or against a stoppage. But the fact that a striker of full age is a bachelor in lodgings, can hardly put him in a better position, for relief purposes, than a married man with a home and greater responsibilities.

RESULTS OF C.O.D. SYSTEM.

Sir W. Mitchell-Thomson, Postmaster-General (Croydon, S.), informed Mr. Ramsden, recently, that the number of parcels carried under the inland cash-on-delivery system from the inception of the service on 29th March, up to and including 7th June, was 127,400. The service was suspended during the general strike.

A Conveyancer's Diary.

In *Re Goodall* a trust for sale exercisable only at the request

"Immediate Binding Trust for Sale": Settled Land.—Continued.

of A, to whom, during his life, the rents were payable until sale and subject to the proviso that if A should, when making an appointment in any deed or will, direct that the lands comprised in the conveyance should not be sold under the trust, such trust for sale should come to an end, though

his wife surviving him would have had a life interest, was held not to be within s. 63 of the S.L.A., 1882.

Re Goodall then gives us a light on the meaning of "binding." The trust for sale was not effective to create a conversion into money, as it was one which might never arise.

The view ingeniously adopted in *Re Leigh* was that "binding" meant that all interests in the land had become subject to the trust for sale.

The result of *Re Leigh*, as the law then stood, was decidedly useful, for it enabled the tenant for life under a compound settlement to over-reach the jointure which the trustees could not then have over-reached.

Now that the L.P. (Amend.) A, 1926, is in operation, the facts and decisions in *Re Leigh* assume an entirely different complexion; for, by the amendment of s. 2 (2) of the L.P.A., 1925, the jointure, at any rate when the trustees have been approved by the court, will become over-reachable by the trustees for sale, and their trust for sale will thus (even on the construction adopted in *Re Leigh*) become an immediate binding trust for sale which, by the amendments to ss. 1 and 3 of the S.L.A., 1925, is entirely removed from the operation of that Act.

It is clear from these amendments that when land becomes subject to a trust for sale, it is no longer to be treated as "settled land"; the settlement, whether compound or otherwise, is to cease. It follows that the words "until sale of the land," in s. 20 (1) (viii), have, by necessary implication, become obsolete, and presumably will, in due course, be expressly repealed.

In the meantime, under the L.P.A., 1925, s. 28, the powers of a tenant for life become exercisable by the trustees for sale. Anything which draws a clear line between "land held on trust for sale," now dealt with by the L.P.A., 1925, and "settled land" dealt with by the S.L.A., 1925, will be of great assistance in working the Acts.

Though a special meaning was assigned in *Re Leigh* to "binding," in s. 20 (1) (viii), it by no means follows that "trust for sale," as defined in the L.P.A., 1925, s. 205, and in the S.L.A., 1925, s. 117, has exactly the same meaning, for those general definitions take effect subject to a contrary intention, such as is obviously indicated in the amendment of s. 2 (2) of the L.P.A., 1925.

Under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (11), the repeal of the enactments relating to partition are to operate without prejudice to any proceedings thereunder commenced before 1926, and to the jurisdiction of the court to make any orders in reference thereto. This, however, is to take place subject to certain provisions. The first of these provisions is that in any such proceedings, and at any stage thereof, any person

or persons interested individually or collectively in one half or upwards of the land to which the proceedings relate, may apply to the court for an order staying such proceedings. And by sub-para. (iv) the court may by any order made by the court under sub-para. (11) appoint trustees of the land and the same shall by virtue of the L.P.A., 1925, vest (free from the application thereto of the Partition Acts) in the trustees as joint tenants upon the statutory trusts.

Stay of Partition Proceedings: Trustees for Sale as "Persons Interested."

In *Darlington v. Darlington*, 70 SOL. J., p. 775, *infra*, the question was raised whether trustees for sale of an undivided share might be treated as sufficiently representing such a share for the purposes of sub-para. (11), *supra*. Mr. Justice Romer held that they might be so treated.

It may be observed that by Ord. XVI, r. 8, R.S.C., "Trustees, executors and administrators may sue and be sued on behalf of or as representing the property or estate of which they are trustees or representatives, without joining any of the persons beneficially interested in the trust or estate, and shall be considered as representing such persons; but the court or a judge may, at any stage of the proceedings, order any of such persons to be made parties, either in addition to or in lieu of the previously existing parties."

This rule appears to us to answer the question raised in *Darlington v. Darlington*, *supra*, but no reference to it seems to have been made in that case. It is worth noting that in what may, it is submitted, be considered as analogous circumstances occurring before 1926, namely, actions under the Partition Acts, 1868 and 1876, this rule was held to enable trustees to represent their beneficiaries: *Simpson v. Denny*, (1878), 10 Ch.D. 28.

Again, in actions for sale and partition before 1926 trustees for sale were held sufficiently to represent their *cestuis que trust* and a sale and partition were directed without notice to the parties beneficially interested: *Stace v. Gage*, (1878), 8 Ch.D. 451.

However, the recent decision is useful in dispelling any doubt which may have been felt upon the matter. But at the same time it suggests another problem, namely, whether trustees are "persons interested" within the meaning of the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii). It will be observed that the words used in sub-para. (11), which was considered in *Darlington v. Darlington*, *supra*, are a little wider than those in sub-para. (4) (iii). The words in the former sub-paragraph are "any person or persons interested individually or collectively"; but it may, all the same, be argued from the fact that Romer, J.'s, decision does not seem to be based on Ord. XVI, r. 8, put on general grounds that persons holding as trustees may be sufficiently "interested" for the purposes of appointing new trustees under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii).

On p. 280, *supra*, in our "Points in Practice," the opinion has been expressed on the authority of the cases referred to above, and also *R. v. Rand*, 1866, L.R. 1, Q.B. 230, and *Re Ives*, 1876, 3 Ch.D. 690, that trustees for sale are "persons interested" within the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii). But, of course, as is there suggested, it is safer, in the absence of a decision on the point, to obtain the concurrence of beneficiaries, if this is practically possible, rather than to rely solely on the competence of the trustees as persons interested.

Landlord and Tenant Notebook.

Now, in *Finey v. Gougoltz*, it appears that the defendant was a "sub-landlord," being the lessee of the premises at a ground rent of £10, which was considerably less than two-thirds of the rateable value. In February, 1925, the defendant sub-let one room in the house to the plaintiff, and the question subsequently arose, in an action brought by the sub-tenant claiming damages for illegal distress, and on an application by him for apportionment, whether the room was decontrolled. The court held that the room was decontrolled, but they based their decision on the effect that s. 12 (7) of the 1920 Act had in the circumstances. Mackinnon, J., in his judgment, said:

Who is a Landlord within s. 2 (1) of the Rent Act, 1923.—
Continued.

"The effect of the sub-section (i.e., s-s. 7, of s. 12 of the 1920 Act) . . . is that, although it is a house to which the Acts apply by virtue of its annual value, yet the Acts are to apply to it as if no such tenancy existed between the freeholder and the defendant, or ever had existed. The result must be that although the house is subject to the Acts, the defendant must be treated as the landlord. If that is so, he is the landlord within s. 2 (1) of the Act of 1923, and the first proviso to that sub-section does not apply, because there are now three persons, a freeholder, a sub-landlord and a sub-tenant. The effect of s. 12 (7) of the Act of 1920 is to eliminate in such a case as this the freeholder."

Now, in *Jenkinson v. Wright*, a similar point was raised, and both Mr. Justice Darling and Mr. Justice Rowlatt in that case appear to have held that a lessee under a ground lease, in which the rent was less than two-thirds of the rateable value thereof, was to be regarded as the landlord. However, Darling, J., appears to have based his judgment on an entirely different ground, as appears from the following passage from his judgment: "It might be contended" said the learned judge (*ib.*, at p. 649), "that the holder of a lease is not a landlord within the meaning of those Acts, but in my opinion if such a person is not a landlord the holder of a lease for 999 years may equally be said not to be a landlord, which would obviously lead to an absurd result. I cannot think that the test whether or not a person is the landlord of a dwelling-house depends upon whether he is the owner of the house in fee simple as opposed to the holder of a term of years. I have come, therefore, to the conclusion, there being a substantial portion of the house unoccupied, that the plaintiff is a landlord within the meaning of the Rent Restriction Act." The above test, i.e., the length of the term in question, would appear to be the true test to be adopted, and not, it is submitted, whether the tenancy is excluded from the Acts by the provisions of s. 12 (7), in cases in which that section applied. This would also appear to be borne out by the definition of "landlord" in s. 12 (1) (j) of the 1920 Act, that expression including "any person from time to time deriving title under the original landlord."

Reviews.

Eversley's Law of the Domestic Relations. Fourth Edition. By ALEXANDER CAIRNS. London: Sweet & Maxwell, Limited. 1926. lvi and 976 pp. £2 7s. 6d.

This standard work deals with the legal aspect of a man's domestic relations throughout his life. Part I contains a valuable exposition of the law of husband and wife. Such subjects as the law of marriage, the personal and proprietary rights of the spouses during coverture and the law as to separation and divorce are fully and authoritatively explained in this part. "Parent and Child," is the subject of Part II, and legitimacy and the mutual rights of parents and children are the topics specially discussed. In Part III, which deals with guardian and ward, the position, rights and duties of guardians are expounded at length. Some 120 pages are given in Part IV to the treatment of the legal incapacity arising from infancy. And Part V gives the law (which is now so rapidly increasing in bulk and importance) governing the relations of masters and servants.

In no other sphere has the Legislature been more active of recent years in remodelling the law than it has been in practically every branch of the law of domestic relations.

One of the natural results of such activity is the increased importance of the subject to lawyers and the consequent need by practitioners of a comprehensive work dealing with these relations. Hence a carefully revised new edition of "Eversley" will be welcomed by practitioners generally.

Books Received.

Chitty's Statutes of Practical Utility. Arranged in alphabetical and chronological order, with notes and indexes. Vol. 24. Containing Statutes of Practical Utility passed in 1925, other than the Property Acts, with Incorporated Enactments and Selected Statutory Rules. W. H. AGGS, M.A., LL.M., Barrister-at-Law. Super Royal 8vo., pp. xxxvi and 948. Sweet & Maxwell, Ltd; Stevens & Sons, Ltd. 1926. 25s. net.

Manual of the Law of Joint Stock Companies in Scotland. With an Appendix containing "the Companies Acts." ALLAN MCNEILL, S.S.C., Edinburgh, Lecturer in Banking in the University of Edinburgh. Second edition, ALLAN MCNEILL and JAMES SOUTH, Solicitor, Edinburgh. Demy 8vo., pp. xxii and 152 (with Index). W. Green & Son, Ltd. Edinburgh. 10s. 6d. net.

The Negotiable Instruments Law Annotated. With References to The English Bills of Exchange Act, with the Cases under the Negotiable Instruments Law; Bills of Exchange Act and Comments thereon. J. D. BRANNAN, Bussey Professor of Law Emeritus, Harvard University. Fourth edition. Revised, re-arranged, enlarged by ZECHARIAH CHAPEL, Junr., Professor of Law, Harvard University. Medium 8vo., pp. cxlvii and 1041 (with general Index). 1926. W. H. Anderson Company, Cincinnati.

Bythewood and Jarman's Compendium of Precedents in Conveyancing. Second edition, by STUART L. BATHURST, B.A. (Oxon), and DONALD C. L. CREE, M.A. (Oxon.), assisted by NORMAN H. OLDHAM, B.A., LL.B. (Lond.), A. K. TAYLOUR, M.A. (Oxon), and K. RICHARD A. HART, M.A. (Oxon), Barristers-at-Law. Vol. I, Part II. Royal 8vo., pp. lxiv and 501 to 821 (with Index). Sweet & Maxwell, Ltd., Chancery-lane. Two vols. in four parts. £4 10s. net.

The English and Empire Digest. With complete annotations of English Reported Cases, with additional Reported Cases from Scotland, Ireland, India and the Dominions. Vol. XXVII, Husband and Wife. Super Royal 8vo., pp. lxxvii and 574. Butterworth & Co., Bell-yard.

Physiology and Anatomy. With chapters on Common Diseases and Accidents, and a list of Common Medical Terms. HAROLD GARDINER, M.S. (Lond.), F.R.C.S. (Eng.). Demy 8vo., pp. xiii and 414 (with Index). Sir Isaac Pitman and Sons, Ltd., Parker-street, Kingsway, W.C.2. 1926. 10s. 6d. net.

Correspondence.**The Law of "Cut-over."**

Sir,—With reference to your note to Mr. Louis Nussbaum's letter in last week's issue of THE SOLICITORS' JOURNAL, I beg to state that the case of *Stanley v. Powell*, 1891, 1 Q.B. 86, was disapproved of and not followed by the court in British Columbia in the case of *Bayley v. Love*, 1924, 3 W.W.R. 155.

F. B. DINGLE.

Sheffield.

28th June.

Law Reports and Law Reporters.

Sir,—With reference to your paragraph about "Leading Cases" on p. 749 of your current issue, may I say that I possess two books of relevant interest: one was published by Reeves & Turner in 1881, and is entitled "Legends of Leading Cases," by "Touchstone"; the other was published by Messrs. Macmillan & Co. in 1892 under the title of "Leading Cases done into English and other Diversions," by Sir Frederick Pollock, Bart., and contains

at the end some admirable Greek, Latin, French and German verse. The first and second editions were published in 1876 and 1877. The 1892 edition is dedicated to the poet Swinburne, and contains a poem entitled "Lines on the death of a College Cat," which is as good as anything Thomas Gray wrote in the same vein. I much hope that your reference to this book will lead to its reprinting for the benefit of young and old readers alike, apart from its literary merits. The poems most lucidly expound the principles of the common law in a way which stamp them for ever on the mind of the student. It would be interesting to know who Touchstone was. In his preface he states that he wrote them for his pupils, and the verse is excellent, though not so good as that of "The Leading Cases." Some of your readers may have come across yet another volume of the same kind. In any case it may be useful to mention that Sir Frederick Pollock's volume is not anonymous.

E. S. P. HAYNES.

London.

27th June.

Obituary.**MR. J. R. GREENIER, K.C.**

Mr. Joseph Richard Greenier, K.C., died recently at Colombo. Of French descent, he was educated at St. Thomas' College, Ceylon, and became an advocate of the Supreme Court of that island in 1873. He was called by Gray's Inn in 1906, and took silk in Ceylon in 1913. Mr. Greenier filled the position of District Judge of Colombo from 1903 to 1911, in which year he was appointed a Puisne Judge of the Supreme Court of Ceylon, retaining the office until his retirement in 1913.

SIR SAMUEL ROBERTS.

Sir Samuel Roberts, Bart., barrister-at-law, died at Sheffield on the 19th ult., at the age of seventy-four. He was the eldest son of the late Mr. Samuel Roberts, of Queen's Tower, Sheffield, and was educated at Repton and at Trinity College, Cambridge. He was called by the Inner Temple in 1877, and went the South Wales and Chester Circuit, but shortly afterwards left the Bar and devoted himself to business, parliamentary and local affairs. His ability for committee work was recognized in the Commons, and he filled many important posts, notably that of Chairman of the Selection Committee. He was also elected a member of the Royal Commission on the King's Bench in 1912. Sir Samuel received the honour of knighthood in 1919 and was created a baronet two years later.

MR. W. H. J. JENKINS.

Mr. William Henry Jeffrey Jenkins, solicitor, Warrington, died there on Thursday, the 17th ult., at the age of eighty-five. Admitted in 1883, he was a member of the firm of Jenkins & Co. of that town. Prior to his admission as a solicitor, he was in the Royal Navy, and saw service in the first Ashanti War. He was a well-known Freemason and took considerable interest in the welfare of the children of Warrington. Mr. Jenkins was a member of The Law Society.

SIX-CENTURY LAWSUIT SETTLED.

The Court of Appeal of Aix en Provence has at last given its decision in a case as to the ownership of 16,000 acres of pasture near the Italian frontier, known as the Terres de Cour, which has been disputed by four communes of the Alpes Maritimes—Roquebillière, Belvedere, Saint Martin-Vesubie, and Lantosque—for the last six centuries. The land once formed part of the domain of the House of Anjou; a ruling as to its partition was first given in 1327, since when appeal has followed appeal. The judgment now given approves a plan drawn up by experts, dividing the land between the different claimants.

LAW OF PROPERTY ACTS. POINTS IN PRACTICE.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post.

INTESTACY—ADMINISTRATOR NEXT-OF-KIN—IMPLIED ASSENT.

367. Q. A died in 1925 intestate, leaving her father B as next-of-kin. B obtained letters of administration and paid the debts and expenses. A's estate included a leasehold house. B did not execute or sign any document to vest the house in himself as an absolute owner. He died in June 1926, leaving a will appointing executors. Did the property vest in B on 1st January, 1926, under the L.P.A., 1925, 1st Sched., Part 2 (3)? If not, how can B's executors deal with it? Must an administrator *de bonis non* be appointed?

A. The answer to this question will depend on whether a court would find, on the facts, that B had, by receiving rent to his own use or otherwise, assented to the benefit given to him under the Statute of Distributions. This would be a question of evidence of acts and conduct: see *Attenborough v. Solomon*, 13 A.C. 76, and *Wise v. Whitburn*, 1924, 1 Ch. 460. The case shows the inconvenience of the doctrine of parol or implied assent, abolished by the new legislation. If A's estate was in fact fully administered on 1st January last, the leaseholds passed to B's executors as part of his estate, and a purchaser could be put on a condition to assume (as the fact was) that they had done so.

COPYHOLD—SETTLED LAND—VESTING DEED—FEES.

368. Q. On 31st December, 1925, A was tenant for life, and the trustees of the settlement were the tenants on the court rolls of settled copyholds. The trustees having executed a vesting declaration that the property "is [not shall be] vested in A in fee simple," the stewards contend that the vesting deed is "an assurance" which requires enrolment, and further that A must be admitted and pay fines and fees. A contends that (1) the copyholds vested automatically in him on 1st January, 1926, for an estate in fee simple, and that the vesting deed is, in the circumstances, a mere formality designed to screen off the equitable interests overridden by the legal estate; (2) the vesting deed is not an assurance which operated to vest the legal estate in A, because it had already been vested in him by the statute, nor could it operate to vest it in any other person; (3) that his admittance is unnecessary. Which is the correct contention? Reference L.P.A., 1922, Pt. V, ss. 128-137, 12th Sched. (o.s.) (vi) and (viii) in the proviso to paragraph (8).

A. Questions as to fines and fees and the vesting of copyholds must continue to be answered subject to the doubt whether sub-para. (i) to (viii), printed after para. 8 (c) of the 12th Sched. to the L.P.A., 1922, apply only to (c), which relates to copyhold land subject to perpetually renewable leases only, or to the whole paragraph: see the point discussed in the answer to Q. 196, p. 461, *ante*. This can only be resolved by further legislation or a decision of the court. If the answer is in the affirmative (ii) applies, and the tenant for life takes the legal estate, divesting the trustees, but the same result occurs otherwise under s. 202 and paras. 3 and 6 (c) of Pt. II of the 1st Sched. of the L.P.A., 1925. Thus the legal estate automatically shifted to the tenant for life on 1st January, 1926. If the L.P.A., 1922, 12th Sched. para. 8 (viii) applies, no fines or fees are payable on such shifting. As to the vesting deed, "assurances" must be produced to the steward under s. 129 (1) and (2) for the endorsement of his certificate, and by s. 8. (9) "assurance" includes "a vesting declaration

operating to vest land or any interest therein in any person." Since the vesting deed does not operate to vest land in the tenant for life, in whom it is already vested (the vesting deed is merely necessary as a condition precedent to the exercise of powers under the S.L.A., 1925: see s. 13), the opinion is given here that the vesting deed, which does not operate as a transfer of property (see as to this *Re Ray*, 1896, 1 Ch. 468, at p. 476), is not an "assurance" within s. 129 (9), *supra*, and thus is valid without the steward's certificate and need not be placed before him. Therefore, on the above view, A's contention succeeds.

JOINT TENANTS—MORTGAGE BY SURVIVOR.

369. Q. Prior to 1926 A and B held property as joint tenants. B died in 1926. A and B were in fact partners, and A holds a receipt, signed by the personal representatives of B, which purports to be a receipt for all moneys due to B's estate from A. A now desires to charge the whole property. We submit that two courses are open:—

- (1) To appoint a new trustee to join in the charge; or
- (2) to take a mortgage from A alone on proof of his equitable title by survivorship.

Method (1) is undesirable as it will continue a trust for sale, which is unnecessary. We propose to adopt method (2). Is the separate receipt sufficient, or should the proposed chargee claim that the legal personal representatives of B should join in the charge to recite:—

- (i) The partnership;
- (ii) B's death and probate;
- (iii) That B's legal personal representatives have not, as such, any interest in or claim against the property and to consent to the charge?

We have referred to the opinions expressed on pp. 297 and 323 of Vol. 70 of THE SOLICITORS' JOURNAL, and think that we are correct in our conclusions, and that a mortgagee (although in the form of charge which will be taken there is no receipt) stands in no different position from a purchaser.

A. It is agreed that the second method is preferable, if possible, and some still seem to entertain doubt whether, if a trust for sale exists, the trustees have power to mortgage: see answer to Q. 242, p. 541, *ante*. As to the extinguishment of the trust, see Q. 244. Assuming B's legal personal representatives have no estate or interest in the property, they could only join in the mortgage for the purpose of being bound by recitals. It is somewhat doubtful whether they could be made to do this after giving the receipt mentioned, but if they are ready to join, there could be no harm in their doing so, and the statement that, so far as they knew, B had not charged his interest would be of some value. But a letter to this effect might equally bind them as a representation.

UNDIVIDED SHARES—SETTLED LAND—TRUSTEES—SALE.

370. Q. Testator died in 1912, having by his will appointed his daughter and a friend his executors and trustees, to whom he gave all his real and personal estate on trust for payment of debts, etc., and to stand possessed of the residue, upon trust to pay half the income thereof to the daughter for life with remainders over, and the other half to a grandson for life with remainders over. Testator directed that during the lifetime of the daughter his trustee should not sell, mortgage or otherwise dispose of his estate or any part thereof, but

should retain the same in the same condition, and upon the same investments as at his death. The will contained no express appointment of S.L.A. trustees, but counsel in 1924 advised that the trustees under the will were trustees with a future power of sale and therefore S.L.A. trustees. In 1925 certain sales were effected by the daughter and grandson as together constituting the tenant for life and the capital money paid to the trustees. Under the new legislation it is assumed that the legal estate vested on 1st January, 1926, not in the daughter and grandson as together constituting the tenant for life, but in the trustees of the will on trust for sale (see a somewhat similar case in *Q. 89*, SOL. J., 9th January last). Under the will the trustees are forbidden to sell, a restraint which the tenants for life could and have ignored in 1925. It is at the present time desired to appoint the grandson an additional trustee and to carry out a further sale of the settled land. (1) Is the restraint on selling during the daughter's lifetime binding on the trustees who have apparently ousted the tenant for life as vendors? (2) Is any vesting deed or declaration requisite, (a) prior to, (b) concurrently with, or (c) subsequent to the appointment of the additional trustee other than that which is now implied in an appointment?

A. The will creates two settlements, each affecting an undivided share in land. Either such settlement was within the S.L.A., 1882, by virtue of 2 (10) (i) but is excluded from the S.L.A., 1925: see s. 117 (1) (ix). The case falls within the L.P.A., 1925, 1st Sched., Pt. IV., para. 1 (3), and there is consequently a statutory trust for sale. This, of course, over-rides the testator's veto on sale, though the trustees for sale have full liberty to postpone under s. 25. No vesting deed under the S.L.A., 1925, is necessary, and the vesting declaration on the appointment of a new trustee is optional: see T.A., 1925, s. 40 (1).

TRUST FOR SALE—SOLE BENEFICIARY.

371. *Q.* A testatrix, T, died in 1913, having by her will appointed A, B and C her executors and trustees. C had died in 1911, and the will was proved in 1913 by A and B. All testatrix's real estate was devised to the trustees upon trust to pay the net rents to B for life; and, after her death (B died in 1918 after having duly received the rents), upon trust to sell and convert, and to pay the proceeds equally between A and W, or the children of either if A or W should be dead on B's death in 1918. But if the trustees had not heard of W (who was last heard of in America prior to 1913 and has not been heard of since) or his children (who have not been heard of) before 1925, then W's share was to be paid to A. A is now, therefore, the surviving trustee and sole beneficiary (as regards the real estate) under the will. The real estate has never been sold; and A now wishes to take it "in specie." What document is necessary to complete A's title to the real estate, freed from the trusts of the will? The executors never assented in writing to the vesting in themselves as trustees for sale; but in view of the lapse of thirteen years since the death of the testatrix, presumably the realty is now vested in A as trustee for sale and not as executor, and therefore an assent by a personal representative is not applicable. There is no settlement; and the statutory form (No. 5) of assent given in the 1st Schedule, S.L.A., 1925, is not applicable. Would not a conveyance by A as trustee under the L.P.A., 1925, s. 28 (3) to himself as sole beneficiary be applicable? In that case, should A acknowledge, as trustee, his right, as beneficiary, to production of probate of T's will?

A. The situation here is virtually that dealt with in the answer to *Q. 244*, p. 541, *ante*, to which the questioner is referred. Section 28 (3) gives a power of partition, which hardly seems applicable when there is a sole beneficiary, and s. 23 therefore appears more helpful. As regards assent by T's executors, which could have been by parol, a purchaser from A could have a recital of it in his conveyance which would bind him, but A's own assent would be implied by the fact that he

conveyed, and B's by the fact that she received the rents until her death. As suggested in the answer to *Q. 244*, B's conveyance to himself would be a somewhat superfluous formality, and his acknowledgment for production even more so (and perhaps bordering on the ridiculous). A, however, should give acknowledgments in respect of the probate to his purchasers if they required it: see last answer on p. 9, *ante*.

MORTGAGEE OF TRUST PROPERTY—PAYMENT OFF BY TRUSTEE—RIGHTS AS AGAINST TRUST.

372. *Q.* Under a settlement made in 1879 A appoints B trustee, and the cash settled is invested in leasehold property, but to enable the purchase to be made B obtains part of the purchase money by way of mortgage. B dies, and his will is proved by C and D in 1925. Subsequently the executors C and D are compelled to repay the mortgage money out of the estate of B. A is now desirous of appointing new trustees and granting a mortgage of the property to the beneficiary under the will of B for the amount paid off by his estate, nothing having yet been done. Would the proper course be (1) for C and D to obtain a surrender of the mortgage; (2) for A to appoint new trustees, C and D joining in to assign the leasehold property; and (3) the new trustees then to mortgage the property to the beneficiary for the payment made by C and D out of the estate of B?

A. [Will questioners kindly note that, if their questions relate to a settlement and they fail to state whether it is by way of trust for sale or otherwise, the fact that two or more answers must be given on alternative suppositions may cause delay to themselves, though, as a "practical point" each answer may be of interest to readers.]

Since the trusts are not stated, the answer must be given in alternatives. If there was a trust for sale it has continued, and is exercisable by C and D as legal personal representatives of the trustee under the T.A., s. 18 (2). It is not stated whether the mortgage was made by assignment or sub-demise, but, if the former, and assuming the mortgage was paid off after 1st January, 1926, and therefore subsisted on that date (the date of payment off not being stated), Part VIII, para. 1, of the 1st Sched. to the L.P.A., 1925, operated to give the mortgagee a sub-term. On payment off s. 115 (1) (a) of the L.P.A., 1925, would operate as a surrender of the term to C and D, and they would hold the property on trust for sale, but to apply the rents before sale and the proceeds of sale according to the equities, i.e., in the first place to recoup their testator's estate for payment of the debt. If there was no trust for sale in the settlement and C and D held for beneficiaries in undivided shares on 1st January, 1926, a trust for sale has arisen under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), with the same result.

If there was a settlement within s. 1 of the S.L.A., 1925, the property vested in A or other the tenant for life on 1st January, 1925, under the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (c), on payment off of the mortgage by C and D the receipt would operate under s. 115 (1) and (2) to vest the mortgage in C and D, who would hold it as part of D's estate.

It does not appear to be necessary for A to appoint trustees other than C and D, but if he wishes to do so such trustees (if trustees for sale) will in respect of the rents until sale and the proceeds of sale, be bound by the equity in favour of C and D as legal personal representatives of B. If new trustees are to be appointed, however, C and D should retain the lease, and there should be a recital in the appointment that they were entitled to a mortgage term.

WRIT OF ELEGIT—PROPERTY SUBJECT TO MORTGAGE OR CHARGE.

373. *Q.* On the 31st March, 1926, A obtained a judgment against B and C in the King's Bench Division. The debt not being paid A issued a writ of *elegit*. A sheriff's inquiry was

held on the 28th May, 1926, and it was discovered that B was the owner of eight properties subject to a mortgage for the sum of £575 and C was the owner of three properties subject to a charge in favour of his bankers to secure an overdraft. The sheriff's return of the lands delivered states that B was at the date of judgment "seised in her demesne as of fee" of the first-mentioned properties subject to a mortgage made thereof by B to X, and that C was similarly seised of the second mentioned properties subject to a charge in favour of his bankers. It is believed that B was only owner of the equity of redemption until the 1st January, 1926, but by virtue of Pt. VII of the 1st Sched. to the L.P.A., 1925, legal mortgages of freeholds existing at the end of 1925 were converted into mortgages by demise. Prior to the new legislation, where a mortgage was made by a term of years, the debtors' reversion thereupon could be taken (*Mayor of Poole v. Whitt*, 15 M. & W. 571; and see *Doe d. Phillips v. Evans*, 1 Cr. & M. 450). In the circumstances given above, what is the position of the *elegit creditor*, (a) as regards the mortgagees, (b) in recovering his judgment debt and the costs of the sheriff's inquisition?

A. There is a distinction in respect of the operation of Pt. VII of the 1st Sched. to the L.P.A., 1925, on mortgages secured by conveyance subject to equity of redemption and mere charges. In the former case Pt. VII divests the mortgagee of the legal estate in fee and gives him a term and the mortgagor the legal fee, but in the latter the legal estate remains in the mortgagor and no term is vested in the mortgagee. Thus, after the Act, the mortgagor has the legal fee in each case, and the opinion is here given that the sheriff's return operates accordingly (as to this, see *Hatton v. Heywood*, 1874, L.R. 9 Ch. Ap. 229, at p. 236), though no doubt A must take in both instances subject to the rights of the mortgagee or chargee in accordance with *Mayor of Poole v. Whitt*, *supra*, and *Whitworth v. Gaugain*, 1846, 1 Ph. 728. The judgment should be registered to satisfy ss. 6 and 7 of the L.C.A., 1925, and A's position as tenant by *elegit* will be found discussed in "Halsbury," Vol. XIV, p. 70. He is, of course, entitled as against the debtor to the proper costs of enforcing his debt.

APPORTIONMENT OF LEASEHOLD RENTS—MUTUAL CROSS-COVENANTS—REGISTRATION UNDER THE L.C.A., 1925.

374. Q. I was very interested in your discussion in "A Conveyancer's Diary," p. 577, Vol. 70, THE SOLICITORS' JOURNAL, of 21st April, 1926, as to the registration of equitable liens, and also your answer to Q. 290 in the issue of 15th May, 1926 (p. 631) under the above heading. Would you kindly let me know if it is considered that the same principle of registration applies in the case of leaseholds, where an assignment of leasehold land, which is subject to a ground rent, is made subject to a part of the rent which is apportioned between vendor and purchaser without the consent of the ground landlord, the assignment containing the usual cross-powers of entry and distress, and the parties charge their respective parts of the land with payment of any money which may become payable?

A. As to the "minor amendment" made by the L.P. (Am.) Act, 1926, in respect of such registration, see answer to Q. 361, p. 753, *ante*. The definition of "land" in the L.C.A., 1925, s. 20 (6), includes leaseholds, and no such charge on land of any tenure will henceforth be registrable.

COPYHOLD—DEVISE IN TAIL—NO CUSTOM TO ENTAIL—POSITION OF DEVISEE.

375. Q. By his will in 1883 A devised certain customary property of the Manor of Blackacre to his sons successively in tail, with remainders over. A died in the same year, leaving one son, B, who attained twenty-one in 1906. As there existed no custom to entail in the manor, B became tenant in fee simple conditional, but he is still a bachelor. B now wishes to mortgage the property. Will you please advise what steps must be taken before he can do so, having regard to the fact

that apparently on 1st January, 1926, B became possessed of an entailed interest, estates tail being abolished, and that he seems to be a tenant for life under S.L.A.? Is it advisable that B should bar the entail, and can this be done by a declaration contained in the mortgage deed? Further, is a vesting deed necessary? There is only one surviving trustee of the will. Must an additional one be appointed?

A. So far from estates tail being abolished, their incidence under the new name "entailed interests" is extended to personality by s. 130 (3) of the L.P.A., 1925. B, however, never took an estate tail under his father's will in the copyholds, since the custom did not permit such a tenure, and the devise operated as a fee simple conditional on having issue. On 31st December, 1925, therefore, B held the property so. On 1st January it was enfranchised by the L.P.A., 1922, but the enfranchisement did not affect the rights of parties entitled to the copyhold, see 12th Sched., para. 2. Now, on 31st December, 1925, there was a right of reverter, on the death of B without birth of issue, to A's heir or residuary devisees in accordance with *Pemberton v. Barnes*, 1899, 1 Ch. 544, and that right accordingly remained in them. This being so, if there was a devise of residue to persons other than B, the land became settled land within the S.L.A., 1925, s. 1 (1) (ii) (b), and B has no entail to bar. As tenant for life only, B's powers to mortgage are confined to the purposes enumerated in s. 71, but if he was in fact the residuary devisee of A, or, A having made no devise of residue, A's heir, he could invoke s. 16 (1) (iii) in accordance with *Re Egerton*, 1926, W.N. 107. In that case, however, since the remainder after his life interest vests in him whether the condition is fulfilled or not, the result is a fee simple absolute to him, and he can deal with the estate accordingly.

COPYHOLD—DEVISE IN TAIL—NO CUSTOM TO ENTAIL—POSITION OF DEVISEE.

376. Q. By his will in 1883, A devised certain customary property of the Manor of Blackacre "as if freehold of inheritance to the uses then following or as nearly as the different tenure and quality of the premises and rules of law and equity would permit, namely, to the use of his son C for life, and after his death to his first and other sons severally and successively in tail with remainders over." A died in the same year, and in 1919 his said son C died, leaving an only son, B, who had attained twenty-one at that date. As there existed no custom to entail in the manor, B became tenant in fee simple conditional, but he is still a bachelor. B now wishes to mortgage the property. Will you please advise what steps must be taken before he can do so, having regard to the fact that apparently on 1st January, 1926, B became possessed of an entailed interest, "estates" tail being abolished, and that he seems to be tenant for life under the S.L.A.? Is it advisable that B should bar the entail and can this be done by a declaration contained in the mortgage deed? Further, is a vesting deed required? There is only one surviving trustee of the will. Must an additional one be appointed? [Q. 375, amended.]

A. This question, as amended, hardly seems to require a further answer. The will was not correctly abstracted, but the interposed life interest of C has no bearing on the point raised. The statement in the question that tenancy in tail is now abolished is repeated, but is not correct. It is true that a tenant in tail has the powers of a tenant for life under s. 20 (1) (i) of the S.L.A., 1925, but that is not new, see s. 58 (1) (i) and (vii) of the S.L.A., 1882. Paragraph 2 of the 12th Sched. to the L.P.A., 1922, quoted in the answer, expressly prevents rights of devisees being varied by enfranchisement, as they would be if the fee simple conditional was turned into a fee tail. The amended question shows that B is not necessarily A's heir, and if he is not so the right of reverter would be vested in A's heir if there was no general devise, but otherwise the original and revised questions require the same answer.

Court of Appeal.

No. 1.

In re Shaer; Ex parte Silverman. 21st June.

REGISTRATION OF BUSINESS NAME—DEFAULT IN COMPLIANCE WITH STATUTE—ACTION BY DEFAULTER OF CONTRACT—APPLICATION FOR RELIEF AFTER JUDGMENT—RELIEF GRANTED—POWER OF COURT TO GRANT RELIEF RETROSPECTIVELY—REGISTRATION OF BUSINESS NAMES ACT, 1916, 6 & 7 Geo. 5, c. 58, s. 8 (1) (a).

The power of the court under s. 8 of the Registration of Business Names Act, 1916, to grant relief from the disability imposed by the Act on a defaulter, of being unable to enforce his rights under a contract by legal proceedings, is retrospective and may be granted, on terms, not only in pending proceedings, but even after judgment, so as to validate such proceedings, ab initio.

Hawkins v. Duché, 1921, 3 K.B. 226, applied and extended.

Appeal from a decision of Mr. Registrar Mellor in Bankruptcy. The appellant, Abraham Shaer, against whom a receiving order had been made, appealed on the ground that the petitioning creditor when he recovered judgment against him was under a disability in suing him, owing to his having sued him in a name which was not his true name, and was not registered under the Registration of Business Names Act, 1916, and that though relief was granted by Fraser, J., it was not applied for or granted until after judgment, and that then it was too late to do so. The plaintiff sued in his trade name of Morris Silverman for £217 10s. 9d. for flour sold and delivered to the defendant, Abraham Shaer. He applied for judgment under Ord. 14, and swore that the affidavit in support of his application was in his trade name. He was a Pole, whose real name was Moysiez or Moses Silbermann. The master ordered the plaintiff to be at liberty to sign judgment for £120 unless the defendant paid that sum into court within seven days, and he remitted the rest of the action to the Shoreditch County Court. The £120 was not paid, and judgment was signed. On appeal the order was affirmed by Fraser, J., who, at the same time, granted relief to the plaintiff in respect of any disability under the Registration of Business Names Act, 1916, on the contract sued on.

By s. 8, s-s. (1), of that Act: "Where any firm or person by this Act required to furnish a statement of particulars . . . shall have made default in so doing then the rights of that defaulter under or arising out of any contract made or entered into by or on behalf of such defaulter in relation to the business in respect to the carrying on of which particulars were required to be furnished at any time while he is in default shall not be enforceable by action or other legal proceeding either in the business name or otherwise: Provided always as follows:—(a) The defaulter may apply to the court for relief against the disability imposed by this section, and the court, on being satisfied that the default was accidental, or due to inadvertence, or some other sufficient cause, or that on other grounds it is just and equitable to grant relief, may grant such relief, either generally or as respects any particular contracts, on condition of the costs of the application being paid by the defaulter, unless the court otherwise orders, and on such other conditions (if any) as the court may impose."

A bankruptcy petition was presented upon the judgment, and the point was taken that no relief under the Act could be granted to the plaintiff after judgment, but the registrar overruled it, and made a receiving order.

The debtor appealed.

Lord HANWORTH, M.R., having stated the facts and read the material section of the Act of 1916, said that Fraser, J., had made an order, on the appeal to him from Master Ball, that relief be granted to the plaintiff under the Registration of Business Names Act in respect of the contract sued on in

that action. That order stood good, and had never been appealed from. That relief got rid of the disability which the defaulter was suffering from, and prevented the action he had taken from being unenforceable. But it was argued that by reason of the proceedings having been taken and carried on in an unregistered business name they were faulty, and that it was impossible for relief to be given after judgment. That contention amounted to accepting the Act from one point of view and discarding it from another. It appeared to him (his lordship) that the relief given by Fraser, J., went right back to the contract sued on. That was in accordance with the decision of McCardie, J., in *Hawkins v. Duché*, 1921, 3 K.B. 226. The second point taken in that case did not here arise. The order, therefore, of Fraser, J., was effective to rehabilitate the proceedings from the beginning, and the receiving order was rightfully and properly made. There were no merits whatever in the appeal; for there was no question that the debtor knew with whom he was dealing, and that the goods were sold and delivered and the price not paid. The appeal must be dismissed, with costs.

WARRINGTON, L.J., delivered judgment to the same effect, and SARGANT, L.J., concurred.

COUNSEL: *E. C. Morey; E. H. Coumbe.*

SOLICITORS: *W. H. Lane; J. Howard Smith.*

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Darlington v. Darlington. Romer, J. 10th June.

PARTITION—STAY—PERSONS INTERESTED IN MORE THAN ONE-HALF OF THE PROPERTY—TRUSTEES FOR SALE UNDER WILL—WHETHER SUCH PERSONS ARE INTERESTED—LAW OF PROPERTY ACT, 1925, 15 Geo. V, c. 20, 1st Sched., Pt. IV, para. 1, sub-clause 11 (i) and (iv).

Trustees for sale under a will of an undivided share sufficiently represent that share, apart from the persons beneficially interested therein, for the purposes of the partition clauses.

Summons. This was a summons in a partition action, adjourned into court from the Liverpool District Registry. The facts were as follows: The plaintiffs in the action were the trustees for sale under two wills of half of certain freehold lands and hereditaments, which were the subject-matter of the action, and the plaintiffs and defendants were together interested in the other half. The summons was taken out by the plaintiffs and defendants under Pt. IV, para. 1, sub-clause 11 (i) of the 1st Sched. to the Law of Property Act, 1925, and asked for an order to stay all further proceedings in the action, and that the plaintiffs might be appointed trustees of the said freehold lands to hold upon the statutory trusts under Pt. IV, para. 1, sub-clause 11 (iv).

ROMER, J., after stating the facts, said: In my judgment, the trustees for sale of an undivided share may be treated as sufficiently representing such share, apart from the persons beneficially interested therein, for the purposes of the sub-clause in question, and accordingly I direct a stay of the action and make the appointment which is sought by the summons.

COUNSEL: *H. Gamon.*

SOLICITORS: *Laces & Co., Liverpool, for Martin & Dixon Nantwich.*

[Reported by L. MORRIS MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Thompson v. Rolls. Rowlatt and Wright, JJ. 20th May.

LANDLORD AND TENANT—RENT RESTRICTION—RECOVERY OF POSSESSION—PREMISES REASONABLY REQUIRED BY LANDLORD—ALTERNATIVE ACCOMMODATION—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923, 13 & 14 Geo. V, c. 32, s. 4, s-s. 1 (d).

By s. 4, s-s. 1 (d) of the Rent and Mortgage Interest Restrictions Act, 1923: "No Order or judgment for the recovery of possession

of any dwelling-house to which this Act applies, or for the ejection of a tenant therefrom, shall be made unless (d) the dwelling-house is reasonably required by the landlord for occupation as a residence for himself . . . or for any person bona fide residing with him, . . . and (except as otherwise provided by this sub-section) the Court is satisfied that alternative accommodation is available which is reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent, character and proximity to place of work, and which consist either of a dwelling-house to which this Act applies or of premises to be let as a separate dwelling-house on terms which will afford to the tenant security of tenure reasonably equivalent to the security afforded by this Act in the case of a dwelling-house to which this Act applies." The tenant (the defendant) of a seven-roomed house, actually required only five of them. The landlord (the plaintiff), actually had need of only two rooms. The tenant resisted an action for possession brought by the landlord for possession of two rooms under s. 4 (1) (d) of the Rent and Mortgage Interest Restrictions Act, 1923.

Held, that the landlord could show that she reasonably required possession of the whole house in order that her actual requirements might be satisfied; and that the letting of the same five rooms at a rent determined by the county court judge to be reasonable was such alternative accommodation as satisfied the requirements of the sub-section.

Appeal from Wandsworth County Court. Action by the plaintiff, Mrs. Olive Gertrude Thompson, as owner, to recover possession of 106, Elborough-street, Southfields, a seven-roomed house, which was occupied by the defendant, a Miss Rolls. The grounds of the application were that the plaintiff reasonably required the premises for the use and occupation of herself and her mother; and that she had offered the defendant reasonable alternative accommodation. The defendant had sub-let furnished two of the rooms at a profit. For her essential needs the plaintiff only required possession of two rooms. The defendant opposed the application. It was not disputed that a proper notice to quit had been served. The county court judge made an order for possession of the two rooms sub-let, and reduced the rent payable by the defendant from 19s. 6d. to 9s. 6d. per week. The defendant appealed.

ROWLATT, J.: The defendant, who was the tenant of the house, occupied five of the rooms, and sublet two of them furnished. The plaintiff's family did not absolutely require more than two rooms, and *ex hypothesi* the defendant only required the other five rooms. The defendant appealed against the decision of the county court judge granting the plaintiff possession of the two rooms because she (the defendant) had sub-let them at a profit. He doubted whether the order of the county court judge, granting the plaintiff the two rooms and allowing the defendant to remain in possession of the other five at a rent of 9s. 6d. a week was, though correct in form, correct in substance. The plaintiff had to prove two things: First, that she reasonably required the house for her own occupation or for any person living *bona fide* with her. Secondly, that reasonable alternative accommodation had been offered to the defendant. On the first point, she proved that she wanted two rooms. It happened that this house was the only house she had. He was not at all certain that that was not sufficient evidence to entitle her to an order for possession of the house. But the defendant, who had profitably sub-let the two rooms, put upon the plaintiff the necessity of asking for possession of the whole seven rooms so that she (the defendant) could show that only two were required. The plaintiff replied that the defendant had driven her to say that she reasonably required the seven rooms in order to get the two rooms she essentially required. The requirements of the section were satisfied on that point. As to the second matter the plaintiff was, *ex hypothesi*, getting possession of the whole house; but *eo instanti* it appeared that the tenant

could continue to have the five rooms at a rent determined by the county court judge to be reasonable—namely, 9s. 6d. a week. It was true that accommodation was not offered in another house; it was not in a different situation. But the rooms the defendant had constituted alternative accommodation except in the narrowest construction of those words. The order of the county court judge should be that the plaintiff recovered possession of the whole house on condition that she undertook to let the defendant have five of the rooms at 9s. 6d. a week. That was only a condition, however, in that it was supposed to demonstrate the availability of alternative accommodation. The requirement of alternative accommodation at a reasonable rent had been complied with. The appeal must be dismissed.

WRIGHT, J., delivered a concurring judgment.

COUNSEL: For the appellant, Frank Powell; for the respondent, Salt & Nichols.

SOLICITORS: For the appellant, Watkins, Pulleyn & Ellison; for the respondent, Aplin, Nichols, Son & Coutts.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

The Golaa. Bateson, J. 8th and 10th March.

SHIPPING—MOTION TO SET ASIDE WRIT IN REM—LIS ALIBI PENDENS—BAIL—ACTION IN AMERICA DISCONTINUED AFTER WRIT ISSUED HERE.

The Court of Admiralty in this country will set aside a writ and stay all proceedings in an action in rem against a ship where proceedings had already been commenced against her in another country, and she had actually been arrested there but subsequently released on bail, and the discontinuance of those foreign proceedings will not cure the unfairness and want of good faith in issuing the writ here.

The Christiansborg, 1885, 10 P.D., 141, applied.

Motion.

This was a motion on behalf of the defendants, the owners of the Norwegian steamship *Golaa*, to set aside the writ and stay all proceedings in an action in rem brought against them by the plaintiffs, the Compania Mexicana Hollandesa, La Corona, S.A., for damages alleged to have been done in November, 1923, by the *Golaa* fouling their water pipe lines and telephone cables, crossing the Panuco River at Tampico, Mexico. The facts were as follows: In January, 1924, the plaintiffs instituted an action in rem in the District Court of Pennsylvania and on the 16th of that month they arrested the *Golaa*, but she was subsequently released on bail being given in a sum of \$28,000. In February, 1926, the plaintiffs by their agents in England, the Anglo Saxon Petroleum Company, an associated company, cabled to discontinue the action in the United States, and on the same day issued the present writ and arrested the *Golaa* in this country. The defendants set down this motion on 5th March, but the proceedings were not discontinued in America till 8th March. The Defendants contended that it would be oppressive and vexatious to allow this action to proceed in this country while the plaintiffs relied on having discontinued the action in America, of which action they offered to pay all such costs as his Lordship should, sitting as arbitrator, allow.

BATESON, J., after stating the facts said: "In my judgment this case is covered by the principle laid down in *The Christiansborg*, 1885, 10 P.D. 141; and it would be vexatious and oppressive to allow the action in this country to proceed. The plaintiffs have been guilty of a breach of faith in the sense that, having got bail in one country and thereby released the ship from any claim for this particular damage, they have pursued her in another country and re-arrested her for no good reason that had been put before the court. There is no

suggestion that the case could not be tried just as well in America, except the fact that the Norwegian shipowners were nearer to this country than to the United States. It might be most inconvenient for the defendants to have to put in bail twice. The discontinuance in America after the writ had been issued here, and after the present motion had been set down, does not cure the unfairness or want of good faith in issuing the writ here. For over two years the plaintiffs have hung up their action, and the defendants may be prejudiced by the possible disappearance of witnesses. The writ must be set aside and the vessel released with costs to the defendants.

COUNSEL: *E. A. Digby, Langton, K.C., and L. F. C. Darby.*

SOLICITORS: *Waltons & Co., Thomas Cooper & Co.*

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

Societies.

The Law Society.

ANNUAL REPORT.

We take the following from the annual report of the Council intended to be presented to the general meeting of the members to be held at the Society's Hall (Chancery Lane) on Friday, the 9th inst., at 2 p.m.

MEMBERSHIP OF THE SOCIETY.

The Society has now 10,923 members, of whom 4,150 practice in town and 5,873 in the country. The number of members who joined the Society during the past year is 496 as compared with 514 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shows a net increase for the year of 213.

THE LAW SOCIETY'S LIABILITY FOR INCOME TAX.

During the past year the House of Lords decided that Brighton College was liable for income tax on its surplus funds. Subsequent to this decision, and possibly as a consequence of it, a communication has been received from the Inspector of Taxes outlining a probable demand for income tax on the surplus of the Society's Examination Fund in respect of the current and two previous years. The Council have replied that the claim is not admitted.

SOLICITORS' WAR MEMORIAL FUND.

This fund was established by members of the Society under the chairmanship of Mr. R. A. Pinsent, for the purpose of providing a permanent memorial of those solicitors and articled clerks who sacrificed their lives in the war.

The object of the fund, in addition to a visible memorial in the Society's Hall, was to provide financial assistance to those of the profession and their dependants who had suffered by the war. During the past year the trustees have made grants for this purpose amounting to the sum of £2,476 5s. (making a total with previous grants of £30,850 5s. 5d.), with the result, as the trustees believe, that many persons have been assisted to meet grave financial difficulties, caused by their self-sacrifice or that of those upon whom they were dependent.

GIFT OF STAINED GLASS ARMORIAL BEARINGS.

Mr. Philip Henry Cooke, a member of the Society, has presented to the Society, on behalf of himself and others interested, the stained glass which was formerly in Serjeants' Inn Hall. The Council have tendered to Mr. Cooke their cordial thanks for his valuable gift. One portion has already been placed in the window on the south staircase to the members' library, and arrangements have been made and contracts entered into as a result of which it is hoped that during the long vacation the remaining portion of the glass will be placed in the common room, and in the present window in the north staircase to the library, and in two additional windows which are to be constructed on that staircase for the purpose.

AMERICAN BAR ASSOCIATION VISIT.

Two silver cups in commemoration of this visit were presented to the Society by the American Bar Association. A letter of cordial thanks for the gift was addressed to the association.

HALL AND LIBRARY.

Some 800 volumes were added to the library last year, and the total number of books is now about 62,310.

The Council record with regret that Mr. Waller Montgomery Sinclair, the Society's Librarian since March, 1904, and

editor of the Society's *Gazette*, died, after a short illness, on 11th December, 1925.

EXAMINATION COMMITTEE.

The number of successful candidates in 1925-26, as compared with the number in 1924-25, is as follows: Preliminary 143, as against 179; Intermediate (Law) 496, as against 422; Accounts and Book-keeping, 527, as against 474; Final, 442 as against 471; Honours, 87, as against 73.

The number of articles of clerkship registered in 1915 (war period) was 188, and in the year 1925, 703.

COLONIAL EXAMINATIONS.

Since the issue of the annual report for the year 1925 two Final and two Intermediate Examinations have been held, under the auspices of the Society, in the Colony of Jamaica, two Intermediate Examinations in the Colony of Trinidad, and one Final Examination for the Colony of British Guiana.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

During the past year an interview took place between the President and Vice-President of the Law Society and the President of the Solicitors' Managing Clerks' Association, at which the latter suggested that the Council should support an application of the Solicitors' Managing Clerks' Association for a Royal Charter.

The matter was considered formally by the Council, who expressed the opinion that it would not be in the interest either of the public or of the profession that a Royal Charter should be granted to an association whose members cannot as such practice a profession, but must of necessity be employed by those who already are members or eligible for membership of a chartered society.

LEGAL EDUCATION.

The number of solicitor students at the various approved schools (excluding the Universities of Oxford, Cambridge, and London, and the Society's School of Law) was, in the autumn term 1925, 489, as compared with 395 and 291 in the corresponding terms in 1924 and 1923 respectively. At the London Law School there were 261 students, an increase of sixty-four over the corresponding term of the previous year. These figures indicate that there are at any one time nearly two-fifths of the total number of articled clerks in the country in attendance at the approved law schools. The inference to be drawn from these figures is that an increasing number of articled clerks are making use of the facilities provided beyond their compulsory year's attendance.

It would appear that on the whole the society's regulations for compulsory attendance at a law school are working smoothly over the greater part of the country. There are two areas, however, which still present serious difficulty, viz., Cumberland and Westmorland, and Lincolnshire.

An opportunity was given in October last by the president and members of the council for all students at the approved law schools to take part in the centenary celebrations of the society. As a result 350 guests attended the smoking concert and supper in the society's hall on the last day of the centenary week.

In January a conference of approved schools was held in the society's hall on the invitation of the council. The principal subjects discussed were the scope of the intermediate examination, and the working of the regulations governing compulsory attendance. As was the case with the conference held in January, 1925, it was felt that a useful object was achieved by holding the conference.

In July last three studentships were awarded, tenable respectively at the Society's Law School, University of Leeds, and University College, Southampton. A similar number of studentships are offered for award in July, 1926.

BARRISTERS AND SOLICITORS.

In the last annual report reference was made to a proposed conference with the Bar Council regarding the possibility of facilitating transfer from one branch of the profession to the other. A conference has since taken place between representatives of the General Council of the Bar, including the Attorney-General, and representatives of the council of the society. As a result a promise was made by the former that they would submit to the various inns of court the desirability of providing that the necessity for a solicitor passing one of the preliminary examinations or obtaining special exemption from the Benchers should be abolished, and that the period of notice to be given by a solicitor seeking call to the Bar should be reduced from twelve months to six months, but excluding from the computation of the six months the months of August and September.

SOLICITORS TO GOVERNMENT DEPARTMENTS.

In the last annual report it was mentioned that the council were giving special consideration to the continued disregard by the Government of their contention that the offices of

solicitors to Government departments should be reserved for solicitors, and it was stated that the council were taking advice in order in the first instance to ascertain precisely what was the law on the subject. The question has since been submitted to Sir John Simon, and his opinion is included in a report of the Professional Purposes Committee which has been submitted to and adopted by the council.

Sir John Simon's opinion confirms to a considerable degree the opinion which the council themselves have always held. The report has been forwarded to the Lord Chancellor with a request that his Lordship will consider sympathetically the views expressed in it.

In connection with the recent vacancy in the office of Solicitor to the Treasury, a copy of the report was sent to the Prime Minister, who acknowledged it and promised that it should receive his consideration.

LAW OF PROPERTY ACT 1925, s. 46.

In the last annual report reference was made to the form of contract and conditions of sale of land which the Lord Chancellor proposed to issue under s. 46 of the Law of Property Act, 1925.

Originally it had been intended that the Lord Chancellor should issue a set of conditions of sale applying not merely to contracts by correspondence, but also one which could be made use of generally. Subsequently the Lord Chancellor decided that his powers under the section were limited to issuing a set of conditions of sale applicable to contracts by correspondence. The council thereupon came to the conclusion that it would be desirable that they themselves should prepare and issue a general form of conditions of sale which, being issued under their name, would in time come to be used generally by the Profession, and result in conveyancing transactions under the new Act being facilitated and expedited. It was evident that a form intended to cover transactions all over the country and of the most varied nature would be of considerable volume. The council, however, decided that in spite of this fact it would be for the general benefit of the Profession that a general form should be issued.

In these circumstances a general form of conditions has been prepared and is now on sale on behalf of the Law Society in London to London members by the Solicitors' Law Stationery Society, and in the provinces to provincial members by the various provincial law societies. The price of the conditions has been fixed by arrangement with those societies.

MANORIAL DOCUMENTS.

By virtue of the Law of Property Amendment Act, 1924, Sched. II, all manorial documents are to be placed under the charge and superintendence of the Master of the Rolls, who has power to make such inquiries as he may think fit for the purpose of ascertaining that documents are in proper custody and are being properly preserved. Lord Hanworth asked the Council to assist him by collecting information as to the present location of the various court rolls. Notices accordingly have been issued in the Society's *Gazette* and elsewhere asking members to forward any information in their possession on the subject.

LAW OF PROPERTY ACTS, 1922 AND 1924: FEES PAYABLE TO STEWARDS OF MANORS.

In November last the Ministry of Agriculture appointed a Departmental Committee to report upon the fees which should be payable to stewards of manors on the extinguishment of copyholds. The Ministry requested the Council to suggest the name of a solicitor for appointment on the committee. Mr. C. G. May a member of the Council was nominated and appointed accordingly.

The committee duly reported, and a regulation as to the fees was issued on the 7th January, 1926.

SOLICITORS' REMUNERATION.

In the last annual report it was reported that various recommendations which the Council had made for amending the scale charges under the Solicitors' Remuneration Act, 1881, were at that time under consideration by the Solicitors' Remuneration Committee.

The committee met on the 8th May, 1925, and agreed that in place of the various amendments which had been outlined by the Council there should be an all-round increase of 33½ per cent. on Sched. I charges for conveyances and leases up to £50,000, and that the scale should provide for a negotiating scale fee for the mortgagor's solicitor of half the amount payable to the mortgagee's solicitor for the same work. With regard to the lease scale the committee thought that the case of *Re McGarel* should be over-ruled, and that the charges for leases should be regulated throughout on a percentage basis and not by steps of £100.

In due course an order was drafted, signed, and issued giving effect to these recommendations. It was dated the 6th July, 1925, and came into operation on the 6th August, 1925.

SOLICITORS' REMUNERATION ON TRANSFER OF REGISTERED LAND.

Although no reference has been made to the subject in recent annual reports, the council had for long expressed forcibly the opinion that the scale of solicitors' remuneration for dealing with registered land was inadequate. The scale, however, had not been intended to and, in fact, did not cover the work involved in the preparation of the contract for the sale of land, and no doubt it was because solicitors had been able to render item charges for the preparation of the contract that more frequent complaints had not been received with regard to the scale.

Section 146 of the Land Registration Act, 1925, which came into force on the 1st January, 1926, provided that the remuneration of solicitors with regard to dealings with registered land should from time to time be prescribed and regulated by a general order made by the committee in England, constituted under s. 2 of the Solicitors' Remuneration Act, 1881, and that the chief land registrar should, for the purposes of the section, be an additional member of that committee. It became necessary, therefore, to frame a new scale of costs. The Solicitors' Remuneration Act provides for the appointment on the committee of a representative of the provincial law societies, and Mr. A. W. Taylor, of Bristol, was appointed to this position. The president (Sir Herbert Gibson) and Mr. Taylor attended and represented the profession. The result of the deliberations of the committee is the order dated the 18th December last which came into effect on the 21st January. The effect of the order is that in future solicitors dealing with registered land will, up to the value of £5,000, receive remuneration at the rate of approximately one-half of Schedule I charges, and in transactions over that value remuneration at very little less than that rate.

It is true that the new remuneration is to cover the work involved in the preparation of the contract, but even so the council regard the scale as satisfactory in the circumstances, more particularly as it is in their opinion more to the general public and professional convenience that scale fees should in principle cover all the work involved in any particular transaction.

The Council desire to take this opportunity of expressing to Mr. A. W. Taylor their thanks for the time, attention, and great ability which he devoted to the matter.

LAND REGISTRY COMPULSORY REGISTRATION.

The Privy Council order referred to in the last annual report extending compulsory registration of title to Eastbourne came into operation on the 1st January last. The attention of the Council has been directed to propaganda of a somewhat widespread nature urging upon county and borough councils to apply for similar orders, and they have been informed also that by some councils the subject has been formally considered. No further orders, however, have been applied for.

PROCEEDINGS BY AND AGAINST THE CROWN.

It was mentioned in the last annual report that, in view of the inordinate delay which had occurred in considering the recommendations which the Council had made to secure efficiency and simplification of procedure by and against the Crown, arrangements had been made for a deputation to attend upon the Lord Chancellor representing the Federation of British Industries, the Chambers of Commerce, the Chamber of Shipping, and the various provincial Law Societies.

The deputation in due course attended upon the Lord Chancellor and was sympathetically received, the Lord Chancellor intimating that the matter should not be lost sight of. Nothing further has transpired except that in answer to a question in the House of Commons by Sir William Bull, M.P., the Attorney-General stated he could not then indicate when the report of the departmental committee was likely to be issued, the matter being then in abeyance owing to the death of the Treasury Solicitor.

POOR PERSONS PROCEDURE.

Reference was made in the last annual report to a report which had been issued in February, 1925, by a departmental committee which had been appointed by the Lord Chancellor to consider this subject. It was stated that the departmental committee's report had been forwarded to each of the provincial Law Societies, and that the Council themselves had referred it to a special committee to consider whether the responsibilities involved could be accepted by the Society.

The matter was accordingly considered by the Associated Provincial Law Societies, who passed a resolution recognizing in the report of the departmental committee an attempt to deal with a difficult problem in a just and practical manner and recommending the members of the association to use their best endeavours to assist in making successful a scheme based on the report. The association, however, expressed the opinion that the suggested grant of £3,000 would be inadequate.

Following upon this resolution the council adopted a report of a special committee of their own which had been considering the matter, a copy of which is included in the appendix. They resolved accordingly that the scheme set out in the report of Mr. Justice Lawrence's Committee should be adopted, subject to the amendments and additions specified by the committee reporting to the council; and at the same time a copy of the report referred to was forwarded to each of the provincial law societies with a letter inquiring what arrangements would be made in each particular area to carry out the scheme, and what expense would be incurred by each society in connection with such arrangements.

Subsequently a conference took place with the Treasury and as a result it was arranged that the staff employed by the Poor Persons' Department should be lent to the Law Society for one year, and that during that time they would continue to be paid by the State and retain such rights as they might at present possess, but would act under the direction of the Law Society. Part of the staff would continue to be employed on those cases remaining to be dealt with under the old rules, and the Law Society would be responsible for effecting such reductions as might be possible from time to time after consultation with the Lord Chancellor. It was arranged also that the staff would be accommodated in the rooms they had occupied without charge to the society, and that all forms which would be required under the new rules would be printed by the Stationery Office and provided free of charge. The Treasury promised also that a grant would be made to the Law Society of the sum of £1,500 to cover all expenses in connection with the working of the new rules, other than those referred to, for the first year's working. It was arranged that these changes would come into force on a fixed date, that they would be effective for twelve months from that date, and that before the expiration of the intervening period the matter would be reviewed in order that permanent arrangements might be made.

The 6th April, 1926, was the date fixed upon by the rules as that on which the Law Society should take over responsibility for the procedure.

The Law Society have been loyally supported by the provincial law societies in their attempt to deal with what unquestionably in the past has been a difficult problem. Many societies have appointed committees whose appointment has been confirmed under the hand of the Lord Chancellor. By this means almost the whole of England and Wales has been covered and the scheme so far has worked smoothly.

It may be said that the response to the circulars which have been issued in London and throughout the provinces, asking solicitors to undertake the conduct of cases is satisfactory in the sense that it is adequate for the moment to meet the conduct of the cases. The council hope that, as time goes on, all solicitors having practice in the courts will send in their names as being willing to take their due share of the conducting work. If this should happen, it will mean that each solicitor will be called upon to undertake a case about once only in three years. The council venture very strongly to urge upon every solicitor who reads this paragraph, if he has not already sent in his name to the secretary, at once to do so expressing his willingness to take at least one case a year.

With regard to the grant of £1,500, this is intended mainly for the use of the provincial law societies, although a small portion of it will be used to meet actual disbursements in London. The council have allocated the grant amongst the various provincial law societies in proportion to the number of cases which in the past have occurred in each area. The allocation has been made for a period of six months, at the termination of which period it will be reconsidered.

One very welcome effect of the new procedure has been the intention to establish a law society in Suffolk and North Essex. This was an area which had never previously had the advantage of such a society. The council had much pleasure in lending their aid towards the formation of the society.

The original report of the Departmental Committee and the rules which followed upon it conferred jurisdiction in divorce procedure upon some only of the High Court District Registries. The council have urged that this jurisdiction should be conferred generally, and the Lord Chancellor has promised to give the matter further consideration as soon as the requirements of the situation are clearly indicated from the working of the scheme.

LEGAL AID FOR THE POOR.

The committee appointed by the Lord Chancellor and the Home Secretary, which was referred to in the last annual report, and of which the vice-president (Mr. A. H. Coley) and Mr. Dennis Herbert, M.P., are members, have made a first report, which is dated the 29th March, 1926 (cmd. 2638), dealing with the criminal side of their inquiry.

RATING AND VALUATION ACT, 1925.

While this Bill was passing through Parliament the council directed attention to the disproportionate expense of appeals to quarter sessions involving questions of less than £50 annual rateable value or where assessable property did not exceed £100 per annum in value. A suggestion was made that such appeals should go to the county court and that the costs should be based on the appropriate county court scale. The Government dissented from this proposition, regarding it as undesirable that there should be separate appellate tribunals. They promised, however to consider the desirability of granting to solicitors audience before quarter sessions on these appeals. Long and interesting debates occurred on the subject in the House of Commons and in the House of Lords, and as a result provision was made to secure for solicitors the right of audience on rating appeals before quarter sessions committees in cases in which the rateable value of the hereditaments to which the appeal relates does not exceed £100. The council are grateful for the assistance in the matter of Sir William Bull, M.P., and Mr. Dennis Herbert, M.P.

READING UNIVERSITY.

The attention of the council having been directed to the fact that the private Bill which had been promoted to convert Reading University College into a university included a clause intended to apply the Solicitors Act, 1922, to the university, they intimated to the promoters that the clause would be opposed unless withdrawn. The promoters considered sympathetically the objections advanced and withdrew the clause.

CORONERS' BILL.

This Bill was considered by the council in respect particularly to the qualification of coroners and their salaries, and a conference with regard to these matters was held with the General Council of the Bar.

It appeared to the council that the qualification for coronerships prescribed by the Bill did not unduly favour the medical profession, as might have been the case had all the recommendations of the British Medical Association been adopted. It appeared to them also, and to the Bar Council, that it would be inadvisable in the Bill itself to fix a minimum salary for coronerships, as if such a minimum were fixed it might in time come to be regarded as a maximum.

CHANCERY PROCEDURE.

Mr. Justice Tomlin having inquired of the council if they could make any suggestions for the modification or amendment of the procedure in the Chancery Division, the council considered the matter and asked the Solicitors' Managing Clerks' Association to favour them with their observations.

The council, on the whole, regarded the procedure in the Chancery Division at the present time as satisfactory. They forwarded, however, to Mr. Justice Tomlin some half dozen suggestions which had been made by the Solicitors' Managing Clerks' Association, with a memorandum of their own.

The learned judge, in acknowledging these papers, expressed his thanks to the council and to the Solicitors' Managing Clerks' Association, for the trouble which had been taken, and stated that the reports would receive careful consideration and would prove helpful.

TITHE ACT, 1925.

Under this Bill provision is made for the collection of tithe by Queen Anne's Bounty, and some anxiety was expressed by solicitors in the provinces that as a result of this arrangement those solicitors in the provinces who in the past had been appointed agents for the collection of tithe would find that their services were dispensed with. As a result of communications which the council made to Queen Anne's Bounty they were enabled to express the hope that no such consequences as those feared would ensue as a result of the new Act.

INCOME TAX APPEALS.

In March last a deputation organized by the Income Tax Payers' Association was received by the Chancellor of the Exchequer. The deputation urged upon the Chancellor the hardship suffered by taxpayers in having to bear the costs of income tax appeals. Mr. Randle Holme and Mr. Francis Smith represented the council upon the deputation and expressed the view of the council that the Crown should pay all costs of appeals after the subject had secured a High Court decision in his favour.

INCOME TAX REPAYMENT CLAIMS.

Reference was made in the last annual report to a circular which had been issued in October, 1924, intimating that claimants for repayment of income tax might in future be asked to attend personally at the inspector's office to support their claims. It was stated also that the council had attended by deputation with the Institute of Chartered Accountants

upon the commissioners and had urged a modification of the circular, particularly in cases in which claimants might be represented by solicitors or accountants. The effect was that to some extent the procedure was modified. The deputation made the suggestion that it might be convenient if a liaison were set up between the Income Tax Department on the one hand and the Law Society and the Institute of Chartered Accountants on the other, so that advantage could be taken of the knowledge and experience of the two professions so far as they bore on income tax matters. The board have recently stated that they have not lost sight of the suggestion, but that since it was made no occasions have arisen which would lead them to think that the form of machinery of the kind proposed would serve any useful purpose. They consider that in the nature of things such occasions cannot be of frequent occurrence, as the department possesses its own legal and accounting staffs. The board state, however, that they are glad to feel that they have the assistance of the two professions at hand, and will not hesitate to avail themselves of their help in any suitable opportunity.

MUNICIPAL AUTHORITIES ACTING AS SOLICITORS.

The attention of the council has been directed by several members and by the Associated Provincial Law Societies to the practice since the present dearth of housing accommodation under which municipal authorities have been acting for persons desiring to acquire or build houses not merely in respect of the completion of mortgages to secure advances by the municipal authorities, but also in the preparation and completion of the conveyances to the borrower on the occasion of the purchase of the house or land. The council think that in so acting the municipal authorities may be infringing the law. The matter is one to which they have devoted anxious consideration in view of their reluctance in any way to embarrass the Government in their endeavours to meet the shortage of houses. They consider, however, that it is not to the public advantage that municipal authorities should act as solicitors, particularly when, as happens in the majority of cases, those for whom they act would in ordinary circumstances be willing and able to pay their own solicitors. The council are seeking advice on the subject.

LAW OF ARBITRATION COMMITTEE.

A letter has been received from the secretary of the Lord Chancellor's Departmental Committee, stating that the committee had been appointed, under the chairmanship of Mr. Justice MacKinnon, "to consider and report whether any and, if so, what alterations are desired in the law relating to arbitration, and, in particular, to submissions, arbitrations and awards made or held in England and Wales, or the law relating to the effect given in England and Wales to submissions arbitrations and awards made or held elsewhere"; inviting the council to submit to them a memorandum containing any views they might desire to express upon the matter, and stating that, if they would wish to support their memorandum by oral evidence, the committee would on receipt of their memorandum consider their request, and asking the council to bring their letter to the notice of the provincial law societies.

The letter has been referred to the Legal Procedure Committee, to take what action they might think advisable.

The London Solicitors' Golfing Society.

A team match was played at Woking, on Saturday, the 26th ult., against the Bar Golfing Society, when the London Solicitors were beaten in the singles by four matches to two, and the foursomes were halved, the result being a win for the Bar Golfing Society by two points.

City of London Solicitors' Company Golfing Competition.

The annual competition for the Challenge Cup presented by the Master and Wardens of the above Company was played for on Wednesday last, over the Sunningdale Links (Old Course) against bogey under handicap. The winner was Mr. H. W. Morris, of the firm of Messrs. H. C. Morris, Woolsey, Morris and Kennedy, of 2 Walbrook, E.C. (who was also the winner last year). Mr. Morris was four down, and Mr. W. T. Watkins Birt, of 65 Coleman Street, was second with six down.

SURREY ASSIZES ACCOMMODATION.

At the Surrey Quarter Sessions at Kingston on Tuesday the Standing Joint Committee reported that they had brought to the notice of the Guildford Corporation the need of better accommodation for the Surrey Assizes, which are held in a public hall in Guildford, and that the Mayor of Guildford had written to say the matter had been before the town council, and that the borough surveyor was getting out proposals relative to new municipal buildings, which would include an Assize Court.

Rules and Orders.

THE INDICTABLE OFFENCES RULES, 1926. DATED
JUNE 11, 1926.

(Continued from page 761.)

(O.1) Indictable Offences Act, 1848, section 20: Criminal Justice Act, 1925, sections 12 and 13.

Recognizance to Prosecute or give Evidence.

: Be it Remembered, that on the _____ day of _____, in the Year of Our Lord One Thousand Nine Hundred and _____, C.D., of _____, in the township of _____, in the said county, farmer [or C.D., of No. 2 _____ street, in the parish of _____, in the borough of _____, of which said house he is tenant], personally came before me, the undersigned, one of His Majesty's Justices of the Peace for the said county, and acknowledged himself to owe to our Sovereign Lord the King, the sum of _____ of good and lawful money of Great Britain, to be made and levied of his goods and chattels, lands and tenements, to the use of our said Lord the King, his Heirs and Successors, if he, the said C.D., shall fail in the Condition hereon endorsed. TAKEN and acknowledged, the day and year first above mentioned, at _____, before me. J.S.

Condition to Prosecute.

The condition of the within written recognizance is such, that whereas one A.B., (hereinafter called the Accused) was this day charged before me, J.S. Justice of the Peace within mentioned, for that:

If therefore the said C.D. shall appear at the next Court of assize [or quarter sessions of the peace] to be holden in and for the county of _____ and there prefer or cause to be preferred a bill of indictment for the offence aforesaid against the Accused, and there also duly prosecute such indictment.

Then the said recognizance to be void, or else to stand in full force and virtue.

Condition to Prosecute and give Evidence.

Same as in the last form to the asterisk* and then thus: If therefore the said C.D. shall appear at the next Court of assize [or quarter sessions of the peace] to be holden in and for the county of _____ and there prefer or cause to be preferred a bill of indictment for the offence aforesaid against the Accused, and there also duly prosecute such indictment, and give evidence thereon to the jurors who shall then inquire of the said offence, and also to the jurors who shall pass upon the trial of the Accused,

Then the said recognizance to be void, or else to stand in full force and virtue.

Condition to give Evidence.

Same as in the last form but one to the asterisk,* and then thus: If therefore the said C.D. shall appear at the next Court of assize [or quarter sessions of the peace] to be holden in and for the county of _____ and there give such evidence as he knoweth upon any bill of indictment that may then and there be preferred [or presented] against the Accused for the offence aforesaid or for such other offence as the Accused may be charged, to the jurors who shall then inquire of the said offence, and also to the jurors who shall pass upon the trial of the Accused,

And if the said C.D. shall in all respects comply with the requirements of any notice which he may subsequently receive relating to the within written recognizance,

Then the said recognizance to be void, or else to stand in full force and virtue.

Condition to give Evidence conditionally upon notice being received.

Same as in the last form but two to the asterisk,* and then thus: If therefore the said C.D. shall receive notice to appear at the next Court of assize [or quarter sessions of the peace] to be holden in and for the county of _____ or at such other Court as he may be directed,

And if he shall duly appear thereat and shall there give such evidence as he knoweth upon any indictment that may then and there be presented against the Accused for the

* Here state shortly the offence charged.

† These words to be deleted if a certificate is given in pursuance of section 4 of the Administration of Justice Act, 1920.

‡ If the witness is bound over as a witness for the defence, or if a certificate is given in pursuance of section 4 of the Administration of Justice Act, 1920, the Witness should not be bound over to appear before the Grand Jury.

offence aforesaid or for such other offence as the Accused may be indicted, to the jurors who shall pass upon the trial of the Accused.

Then the said recognizance to be void, or else to stand in full force and virtue.

(O.2) Indictable Offences Act, 1848, section 20: Criminal Justice Act, 1925, sections 12 and 13.

Notice of the said recognizance to be given to the Prosecutor or to the Witnesses bound over to give Evidence.

to wit. { TAKE NOTICE, that you C.D. of
are bound in the sum of to appear at the
next Court of assize [or quarter sessions of the peace] in and
for the county of , to be holden at
, in the said county, and then and there to
prosecute and give evidence against A.B.; and unless you then
appear there and prosecute and give evidence accordingly and
unless you comply in all respects with the requirements of any
notice you may receive relating to the said recognizance, the said
recognizance entered into by you will be forthwith levied
on you.

DATED this day of J.S. 19

Justice of the Peace for the County of

Notice of the said recognizance to be given to the Witnesses bound over to give Evidence conditionally upon notice being received.

to wit. { TAKE NOTICE, that you C.D. of
are bound in the sum of to appear,
upon notice being given to you, at the next Court of assize
[or quarter sessions of the peace] in and for the county of
, to be holden at
, in the said county, and then and there to give evidence against
A.B.; and unless you comply in all respects with the require-
ments of any notice you may receive relating to the said
recognizance and duly appear at such Court as you may be
directed therein and give evidence accordingly, the said
recognizance entered into by you will be forthwith levied
on you.

DATED this day of J.S. 19

Justice of the Peace for the County of

(O.3) Indictable Offences Rules, 1926, Rule 4.

Notice to be given to a Witness bound over to give Evidence, conditionally or otherwise, that the Accused has been discharged.

to wit. { whereas you C.D. of were on the
day of 19, bound
in the sum of to appear upon notice being
given to you at the next Court of assize [or quarter sessions of
the peace] in and for the county of , to be
holden at , in the said county, to give
evidence against A.B.:

THIS IS TO GIVE YOU NOTICE that the said A.B. has been
discharged and that consequently you are NOT required to
appear at the said Court for the purpose aforesaid.

DATED this day of J.S. 19

Justice of the Peace for the County of

* or Clerk to the Justices for the Petty Sessional Division of in the County of

(O.4) Indictable Offences Rules, 1926, Rule 5.

Notice to be given to a Witness bound over to give Evidence directing him to appear at some other Court than that specified in his recognizance.

to wit. { Whereas you C.D. of were on the
day of 19, bound over in the sum of to appear at the
next Court of assize [or quarter sessions of the peace] for the
county of , to be holden at in the
said county, or at such other Court as you should be directed,
to give evidence against A.B.:

THIS IS TO GIVE YOU NOTICE that you are no longer required
to attend the above-mentioned Court at but
you are hereby directed and required to appear at the next
Court of assize [or quarter sessions of the peace] for the county
of , to be holden at , in
the county of ; and that unless you so appear
and then and there give evidence, the said recognizance
entered into by you will be forthwith levied on you.

DATED this day of J.S. 19

Justice of the Peace for the County of

* or Clerk to the Justices for the Petty Sessional Division of in the County of

Notice to be given to a Witness bound over to give Evidence conditionally informing him that the Accused has been committed for trial at a Court other than that specified in his recognizance.

Whereas you C.D. of were
on the day of 19, bound over
in the sum of to appear, upon notice being given
you, at the next Court of assize [or quarter sessions of the peace]
for the county of , to be holden at
in the said county, or at such other Court as you should be
directed, to give evidence, against A.B. (hereinafter called
the Accused);

And Whereas the Accused has since been committed for
trial at the next Court of assize [or quarter sessions of the peace]
for the county of , to be holden at

THIS IS TO GIVE YOU NOTICE that you will not be required
to appear at the first above-mentioned Court, but that you
may receive notice to appear at the Court to which the Accused
has been committed for trial. YOU are NOT however required
to attend the Court of Trial, unless you should subsequently
receive notice directing you to appear thereat.

DATED this day of 19 J.S.

Justice of the Peace for the County of

* or Clerk to the Justices for the Petty Sessional Division of in the County of

(O.5) Criminal Justice Act, 1925, section 13 (1): Indictable Offences Rules, 1926, Rule 6.

Notice to be given to a Witness bound over to give Evidence informing him that the Justices have directed that he shall be treated as having been bound over to attend the trial conditionally.

Whereas you C.D. of were on the day of 19, bound over in the sum of to appear at the next Court of assize [or quarter sessions of the peace] for the county of , or at such other Court as you should be directed, then and there to give evidence against A.B. (hereinafter called the Accused);

And Whereas the Examining Justices have [since committed the Accused for trial at the next Court of assize [or quarter sessions of the peace] for the county of , to be holden at , and have] directed that you are to be treated as having been bound over to attend the trial conditionally upon notice being given to you:

THIS IS TO GIVE YOU NOTICE that you are NOT required to attend the Court of Trial unless you should subsequently receive notice directing you to appear thereat.

DATED this day of 19 J.S.

Justice of the Peace for the County of

* or Clerk to the Justices for the Petty Sessional Division of in the County of

(O. 6) Criminal Justice Act, 1925, section 13: Indictable Offences Rules, 1926, Rule 8.

Notice to be given to a Witness bound over to give Evidence conditionally, requiring his attendance.

Whereas you C.D., of were on the day of 19, bound over in the sum of to appear, upon notice being given you, at the Court specified in such notice and then and there to give evidence against A.B.:

THIS IS TO GIVE YOU NOTICE that you are required to appear at the next Court of assize [or quarter sessions of the peace] in and for the county of , to be holden at , in the said county, and then and there to give evidence accordingly, and that unless you then appear there and give evidence, the said recognizance entered into by you will be forthwith levied on you.

Dated this day of 19 J.C.

Clerk to the Justices for the Petty Sessional Division of in the County of

Notice to be given to a Witness who has been treated as having been bound over to give Evidence conditionally, requiring his attendance.

Whereas you C.D. of were on the day of 19, bound over in the sum of to appear at the next Court of assize [or quarter sessions of the peace] in and for the county of , or at such other Court as you should be directed, to give evidence against A.B.:

And Whereas notice was subsequently given to you that you would not be required to attend the trial unless you received notice:

This is to GIVE YOU NOTICE that you are required to appear at the next Court of assize [or quarter sessions of the peace] in and for the county of _____, to be holden at _____, in the said county, and then and there to give evidence accordingly, and that unless you then appear there and give evidence, the said recognizance entered into by you will be forthwith levied on you.

Dated this _____ day of _____, 19 _____ J.C.

Clerk to the Justices for the *Petty Sessional Division*
of _____ in the County of _____

(O.7) Criminal Justice Act, 1925, section 13 (1): Indictable Offences Rules, 1926, Rule 9.

Statement of Witnesses bound over, or treated as having been bound over, conditionally.

R. v.

Committed for trial at

List of Witnesses whose attendance at the trial is stated by me, the undersigned Justice of the Peace, to be unnecessary and who have accordingly been bound over to attend the trial conditionally or have been treated as having been so bound over.

Name.	Address.	Occupation.	If notice to attend has subsequently been issued by the Clerk to Examining Justices, the date of issue should be stated.

Dated this _____ day of _____, 19 _____ J.S.

Justice of the Peace for the County of _____

Notice to attend the trial has been issued by me on the dates above mentioned to those witnesses against whose names a date is inserted in the last column above.

Dated this _____ day of _____, 19 _____ J.C.

Clerk to the said Justice.

(TT.) Indictable Offences Rules, 1926, Rule 3.

Endorsement upon warrant of commitment.

To the Governor of H.M. Prison at _____

TAKE NOTICE that the person bound over to prosecute the within-named Accused at the trial is bound over to appear at the next Court of assize [or quarter sessions of the peace] for the county of _____, to be holden at _____

J.S.

Justice of the Peace for the County of _____

THE SUMMARY JURISDICTION RULES, 1926.

DATED JUNE 11, 1926.

1. These Rules may be cited as the Summary Jurisdiction Rules, 1926.

2. These Rules shall come into operation forthwith except form 77A in the Schedule hereto, which shall come into operation on the first day of July, 1926.

3. An application to a Court of Summary Jurisdiction by a person, who is disqualified for holding or obtaining a licence under section 3 of the Motor Car Act, 1903, (a) or whose licence is suspended, for an Order under section 40 (4) of the Criminal Justice Act, 1925, (b) removing such disqualification or suspension, shall be by way of complaint for an order and the Summary Jurisdiction Acts shall apply to the proceedings thereon. Upon any such complaint a summons shall be issued to the Superintendent of Police for the district in which the Court is situated or, if the Court is situated in a Borough with a separate Police Force, to the Chief Constable thereof to show cause why an order should not be made.

4. When an Order under section 40 (4) of the Criminal Justice Act, 1925, is made removing the disqualification of a person for holding or obtaining a licence under section 3 of the Motor Car Act, 1903, or removing the suspension of a licence granted to a person under the last mentioned enactment, the Court shall cause notice of such order and a copy of the particulars of the order endorsed upon any licence held by such person to be sent to the Council (if any) to whom notice of the disqualification or suspension was sent.

5. When a recognizance is discharged in pursuance of section 26 (2) of the Criminal Justice Act, 1925, by a Court of Summary Jurisdiction for a place other than the place where the recognizance was ordered to be entered into, the Court shall cause notice of the discharge of the recognizance to be sent to the Court by which the recognizance was ordered to be entered into.

6. The forms in the Schedule hereto, or forms to the like effect, may be used, with such variations as circumstances may require.

7. Forms 16 and 63, the words "or pleaded guilty to the said charge" in forms 64, 65 and 66, and the words "or pleaded guilty" in forms 78 and 79 in the Schedule to the Summary Jurisdiction Rules, 1915, (c) and the Summary Jurisdiction Rule dated 31st January, 1922, (d) are hereby annulled.

Dated this 11th day of June, 1926.

Cave, C.

(a) 3 B. 7. c. 36.

(b) 15-6 G. 5. c. 86.

(c) S.R. & O. 1915, No. 200

(d) S.R. & O. 1922, No. 74

SCHEDULE.

63.

Return of Person Bailed for Trial at County [or Borough] Quarter Sessions [or Assizes] at
(S.J. Rules, 1915, Rule 32.)

Name of Accused.	
Charge as set out in caption of depositions.	
Committing Magistrate.	

Bailed this _____ day of _____, 19 _____ J.C.

Clerk of the Court of Summary Jurisdiction sitting at _____

77A.

Certificate that a condition of a recognizance under the Probation of Offenders Act, 1907, has been broken. (C. J. Act, 1925, s. 7 (5).)

In the [county of _____], Petty Sessional Division of _____

The _____ day of _____, 19 _____
To the Court of Assize [Quarter Sessions] [Summary Jurisdiction for the Petty Sessional Division of _____ in the county of _____]

A.B., hereinafter called the defendant, has appeared [been brought] before the Court of Summary Jurisdiction sitting at _____, in the [county] of _____ charged with having failed to observe the hereinafter mentioned condition of a recognizance entered into by him/her, under the Probation of Offenders Act, 1907, on the _____ day of _____, 19 _____, before the (insert here the name of the Court before which the recognizance was entered into);

And whereas the defendant is bound by his/her recognizance to appear for [conviction and] sentence before the last named Court when called upon:

Having heard the evidence relating to the said charge, it is this day adjudged and hereby certified that the defendant has failed to observe the condition of the said recognizance that he/she should (insert here the condition broken) in that (insert here full particulars of the circumstances).

J.P.

L.S.

Justice of the Peace for the [county] first above mentioned.

THE GRAND JURIES (DISPENSATION AT QUARTER SESSIONS) RULES, 1926.

RULES MADE BY THE RULE COMMITTEE UNDER THE INDICTMENTS ACT, 1915, (a) PURSUANT TO SECTION 19 (4) OF THE CRIMINAL JUSTICE ACT, 1925, (b)

We, the Rule Committee, established under section 2 of the Indictments Act, 1915, pursuant to the powers vested in us by section 19, subsection (4) of the Criminal Justice Act, 1925, hereinafter referred to as "the said enactment," do hereby make the following Rules:—

1. A recognizance to prosecute or to give evidence entered into by any person shall not in any way be affected by reason of an indictment being presented to a Court of Quarter Sessions in pursuance of the said enactment without a true bill having first been found by a Grand Jury.

2. The provisions of section 3 of the Indictable Offences Act, 1848(c) shall apply to an indictment presented to a Court

(a) 5-6 Geo. 5. c. 90.

(b) 15-16 Geo. 5. c. 80.

(c) 11-12 Vic. c. 42.

of Quarter Sessions in pursuance of the said enactment and to a person indicted therein as they respectively apply to an indictment found by a Grand Jury in such Court or to the person indicted therein.

3. The First Schedule to the Indictments Act, 1915, shall apply to all indictments presented to a Court of Quarter Sessions in pursuance of the said enactment, except that in its application—

(a) the following paragraph shall be substituted for paragraph (5) in Rule 1:

"(5) There shall be endorsed upon every indictment presented under section 19 of the Criminal Justice Act, 1925, the name of every witness intended to be examined on behalf of the prosecution in support of the indictment."

(b) the words "presentment of the Grand Jury" required by Rule 2 shall be omitted, and

(c) Rule 13 shall apply to an indictment, notwithstanding that a true Bill has not been found.

4. The forms in the Schedule to the Indictable Offences Act, 1848, or any forms substituted therefor, shall, for the purposes of the said enactment be sufficient and all the necessary alterations therein shall be deemed to have been duly made.

5. An indictment presented to a Court of Quarter Sessions in pursuance of the said enactment shall be deemed to be presented at the sitting of the Court or at any later time by the leave of the Court.

6. These Rules may be cited as the Grand Juries (Dispensation at Quarter Sessions) Rules, 1926.

And we, the said Rule Committee, hereby certify that on account of urgency the said Rules should come into operation on the 1st July, 1926, and we hereby make the said Rules to come into operation on that day as Provisional Rules.

Dated the 19th day of June, 1926.

Hewart, C. J., &c.

Approved

Cave, C.

Legal Notes and News.

Appointments.

His Honour Judge STURGES, K.C., has been appointed a Benchet of Lincoln's Inn, in the place of the late Mr. Registrar Ward Coleridge, K.C.

Mr. THOMAS ARTEMUS JONES, K.C., has been elected a benchet of the Middle Temple. Mr. Jones was called in 1901, and took silk in 1919.

Mr. JAMES R. HOWARD ROBERTS, solicitor, Assistant Town Clerk and Prosecuting Solicitor to the City of Liverpool Corporation, has been appointed Town Clerk of Wellington, New Zealand. Mr. Roberts was admitted in 1913.

Mr. J. H. UNGOED-THOMAS, solicitor, 33 Quay-street, Carmarthen, has been appointed Clerk to the Education Committee of that Borough. Mr. Ungoed-Thomas who was admitted in 1912, also holds the appointment of Deputy Coroner for the same municipality.

Mr. CHARLES COUTTS BYERS, Assistant Solicitor to the West Riding County Council, has been appointed Town Clerk of Bridgwater in succession to Mr. Arthur King, who resigned the appointment recently. Mr. Byers was admitted in 1922.

COURT BONDS.

The Bonds of the

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MARINE DEPARTMENT: 7, ROYAL EXCHANGE, E.C.3.

Mr. FREDERICK HENRY SMITH, LL.B., solicitor, Clerk to the St. Austell (Cornwall), Rural District Council, has been appointed Town Clerk of Basingstoke in succession to Mr. R. H. Wanklyn, who, as announced in *THE SOLICITORS' JOURNAL* of the 5th ult., has accepted the Town Clerkship of Canterbury. Mr. Smith, who was admitted in 1919, held the ancillary appointments of Clerk to the Guardians and Assessment Committee, and was Joint Honorary Secretary to the Cornwall Law Society.

Wills and Bequests.

Mr. Charles Walter Campion, of Mariteau House, Winchelsea, Sussex, barrister-at-law, formerly Taxing Master of the House of Commons, who died on 18th March, aged eighty-six, left estate of the gross value of £1,633.

Mrs. Sarah Ann Scott, of Cardigan-road, Headingley, Leeds, widow of Mr. J. Scott, solicitor, left estate of the gross value of £7,208.

Mr. Phillip O'Doherty, solicitor, 60, formerly Nationalist M.P. for North Derry, of East-wall, Londonderry, left personal estate in Great Britain and Northern Ireland of the gross value of £2,958.

Mr. Henry Frederick William Harries, solicitor, of Woodside, Brecon, chairman of the Merthyr Gas Company, who died on 28th March, aged sixty-six, left estate of the gross value of £32,335. He left (*inter alia*) £100 to Brecknock County and Borough Infirmary, and £50 to his clerk, Charles Alfred Hubbard.

Mr. George William Bailey, barrister-at-law, formerly Town Clerk of Bournemouth, and previously of Eccles, Lancs, left estate of the gross value of £17,071.

Mr. William Ayrton, solicitor, of Ullet-road, Liverpool, late of Messrs. Ayrton and Alderson-Smith, of Liverpool, who died on 23rd April, aged seventy-six, left estate of the gross value of £53,538.

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INFORMATION WRITE

24, 26 & 28, MOORGATE, E.C.2.

"EXTRAORDINARY LEGISLATION."

In prosecuting two women at Bow-street Police Court on Tuesday last on a charge of knowingly suffering a girl under the age of sixteen to be on premises in Shaftesbury-avenue for improper purposes, Mr. Muskett (who appeared for the Commissioner of Police) stated that the charge was framed under the Criminal Law Amendment Act, 1922, which was probably the most extraordinary piece of legislation witnessed for many years in so far as its interpretation was concerned with regard to the defence of reasonable belief of a girl's age. One clause dealing with reasonable belief of young men of twenty-three or under could not be interpreted. It was not considered with sufficient care, and many matters were lost sight of when that particular section was discussed by Parliament.

PRISON GARB ON REMAND.

Damages for injuries through being compelled to wear prison clothing while awaiting trial at Bedford Prison were claimed at Bedford County Court recently by William McConnell, of Bedford, against the Governor of the gaol, Mr. H. Pickering. McConnell alleged that on arrival at the prison he was made to take off his clothing, boots and underclothing and wear prison uniform. The boots were in such a condition that any tramp would have thrown them over a hedge. In spite of a complaint, he had to wear the things for eight days until trial.

The solicitor for the defence said the action was taken by a warder without the knowledge of the Governor. It was necessary to preserve McConnell's clothing in case a point of identification arose at the trial.

The judge said that to invest an unconvicted prisoner in prison clothing without his consent was a most abominable thing. He adjourned the case for the instruction of counsel on the point whether a governor was responsible for the action of a warder. The governor, subpoenaed by McConnell, said that the latter was under observation for his mental state when remanded, and the warder used a wise discretion in taking his clothing to make a thorough search. Had McConnell asked for his clothes back he could have had them, but he did not.

COMPULSORY GODFATHERS.

By way of assisting necessitous families in these hard times, and indirectly aiding the birth rate, M. van Cleef, a Paris industrialist, has conceived a system of compulsory godfathers. According to his scheme, wealthy bachelors and also couples who have no children, should be compelled to take under their charge children taken from homes where the parents have a struggle to make ends meet. The idea is that the taxation authorities should supply lists of wealthy bachelors and couples and of children, the former to be given a certain latitude in making their choice.

While the spirit of this compulsory system of godparents would be exclusively pecuniary according to a minimum fixed by law, it is thought that in many cases the moral sentiment would prevail and that many godparents would take a special interest in their godchildren by looking after their education and fitting them to occupy good positions in society. M. van Cleef contends that the application of his system would lead to a better distribution of wealth, in that rich people would help poor families and consequently the birth rate would be raised. His scheme would also help to bring rich and poor together.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY		APPEAL COURT		MR. JUSTICE
	ROTA.	No. 1.	MR. JUSTICE	MR. JUSTICE	
Mond'y July	5 Mr. Hicks Beach	Mr. Ritchie	Mr. Hicks Beach	Mr. Bloxam	MR. JUSTICE
Tuesday ..	6 Bloxam	Syngé	Bloxam	Hicks Beach	ROMER.
Wednesday ..	7 More	Hicks Beach	Hicks Beach	Bloxam	
Thursday ..	8 Jolly	Bloxam	Bloxam	Hicks Beach	
Friday	9 Ritchie	More	Hicks Beach	Bloxam	
Saturday ..	10 Syngé	Jolly	Bloxam	Hicks Beach	
ROTA OF REGISTRARS IN ATTENDANCE ON					
Date	MR. JUSTICE		MR. JUSTICE		MR. JUSTICE
	ASTBURY.	LAWRENCE.	RUSSELL.	TOMLIN.	
Mond'y July	5 Mr. Syngé	Mr. Ritchie	Mr. More	Mr. Jolly	
Tuesday ..	6 Ritchie	Syngé	Jolly	More	
Wednesday ..	7 Syngé	Ritchie	More	Jolly	
Thursday ..	8 Ritchie	Syngé	Jolly	More	
Friday	9 Syngé	Ritchie	More	Jolly	
Saturday ..	10 Ritchie	Syngé	Jolly	More	

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 28, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a specialty.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement, Thursday, 8th July, 1926.

	MIDDLE PRICE 30th June	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.			
Consols 2½%	55½	4 10 0	—
War Loan 5% 1929-47	101	4 19 0	4 19 0
War Loan 4½% 1925-47	95½	4 14 6	4 17 6
War Loan 4% (Tax free) 1929-47 ..	100½	3 19 6	3 19 0
War Loan 3½% 1st March 1928 ..	98½	3 11 0	4 17 0
Funding 4% Loan 1960-90	86½	4 12 6	4 13 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93½	4 6 0	4 8 6
Conversion 4½% Loan 1940-44 ..	96½	4 13 6	4 16 0
Conversion 3½% Loan 1961	76	4 12 0	—
Local Loans 3% Stock 1921 or after	63½	4 15 0	—
Bank Stock	256	4 14 0	—
India 4½% 1950-55	90½	4 19 6	5 3 0
India 3½%	69½	5 0 0	—
India 3%	60	5 0 0	—
Sudan 4½% 1939-73	92½	4 17 0	4 19 0
Sudan 4% 1974	85½	4 13 0	4 17 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years) ..	79½	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	82½	3 12 6	4 19 0
Cape of Good Hope 4% 1916-36 ..	92	4 7 0	5 1 6
Cape of Good Hope 3½% 1929-49 ..	78½	4 9 6	5 2 0
Commonwealth of Australia 5% 1945-75	99½	5 0 6	5 1 0
Gold Coast 4½% 1956	94	4 15 6	4 18 6
Jamaica 4½% 1941-71	92½	4 17 0	4 17 0
Natal 4% 1937	91½	4 7 0	4 19 0
New South Wales 4½% 1935-45 ..	90½	5 0 0	5 5 0
New South Wales 5% 1945-65 ..	97½	5 2 0	5 2 6
New Zealand 4½% 1945	95	4 15 0	5 0 0
New Zealand 4% 1929	96½	4 3 0	5 1 6
Queensland 3½% 1945	75½	4 12 6	5 10 0
South Africa 4% 1943-63	86½	4 12 6	4 17 0
S. Australia 3½% 1926-36	85	4 2 6	5 7 6
Tasmania 3½% 1920-40	83	4 4 6	5 4 0
Victoria 4% 1940-60	83½	4 16 0	5 0 0
W. Australia 4½% 1935-65	89½	5 0 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4 16 0	—
Bristol 3½% 1925-65	74xd	4 14 6	5 1 0
Cardiff 3½% 1935	87	4 0 6	5 2 6
Croydon 3% 1940-60	67½	4 9 0	5 1 0
Glasgow 2½% 1925-40	76½	3 6 0	4 16 0
Hull 3½% 1925-55	75½	4 13 0	5 1 6
Liverpool 3½% on or after 1942 at option of Corpn.	72½	4 17 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52½	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½	4 14 6	—
Manchester 3% on or after 1941 ..	63	4 15 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	64½	4 12 6	4 15 0
Middlesex C. C. 3½% 1927-47 ..	79½	4 8 0	5 0 6
Newcastle 3½% irredeemable ..	72	4 17 0	—
Nottingham 3% irredeemable ..	62½	4 16 0	—
Plymouth 3% 1920-60	67	4 10 0	5 0 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	83½	4 15 6	—
Gt. Western Rly. 5% Rent Charge ..	101	4 19 0	—
Gt. Western Rly. 5% Preference ..	96½	5 3 6	—
L. North Eastern Rly. 4% Debenture	78xd	5 2 6	—
L. North Eastern Rly. 4% Guaranteed	76½	5 4 6	—
L. North Eastern Rly. 4% 1st Preference	68½	5 17 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	80xd	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Preference ..	75	5 7 0	—
Southern Railway 4% Debenture ..	80½xd	4 19 0	—
Southern Railway 5% Guaranteed ..	99½	5 0 6	—
Southern Railway 5% Preference ..	97	5 3 0	—

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